MICROFILM

MICROFILM

START
OF ROLL

ROLL NO.

64

CONSTRUCTION
CONTRACTS
#3754

BF-188(3) Low Pass Sec., Siuslaw Hwy., 1956
East of Blachly
#3754 Folder #5

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

TRANSCRIPT OF PROCEEDINGS

VOLUME IV

January 12, 1956

Pages 379 to 519

A46

something maybe not more than well-compacted sand, and having viewed the cut on the old road, did you have an opinion, then, that as that layer went down into the ground it was going to get softer, or whether it was going to get harder?

A Sometimes it gets harder; sometimes it gets softer; sometimes you pass through a layer of sandstone and get into a bed of sand, common material.

Q Generally speaking, Mr. Northcutt, ----

A You judge that from the condition at the site, ----

Q I beg your pardon?

A -- rather than elsewhere.

End
6

P-7
lk-32

Q What type of sandstone, in your opinion, was exposed on the summit cut of the old road?

A Definitely of a type that could be ripped with modern equipment and rippers or dug by ordinary size power shovels, without drilling and blasting.

Q That was exposed on the old road?

A Yes, throughout.

Q What led you to believe that it was--or would lead you to believe that it would be the same if you went down 100 feet into the bowels of the earth?

A Well, particularly in view of the log of the State's test hole, I would be led to believe that an allowance of approximately 20 per cent would be a fairly safe, reasonable allowance for rock. In the absence of the State's test hole, if you had only the rock in the old highway to go by, I think a prudent contractor might have gone as high as 30 or 33 per cent.

Q The log said it was alternate layers of sandstone and shale, did it not?

A It shows sand and clay; the comments at the bottom are rather difficult to reconcile with the log of the drill. The comments at the bottom refer to alternate layers of sand and shale. However, the drill log also refers to so much sandy clay and so forth that a contractor or anyone would be led to believe that the amount of actual

k-33

sandstone would not be very great. So in layers of shale it should be, if the layers of shale are of any consequence compared to the sandstone, it would be comparatively easy to dig. That is from the standpoint before you see the new cut.

Q That is what I am talking about.

A Yes.

Q Now having the lower part of the log qualified and modified by the statement that the formation is alternate sandstone and shales, wouldn't the indication on the log of sandy shale or sandy clay or sand indicate that shale, when it is ground up by a churn drill, would come up in a sand formation?

A Well, the log is supposed to show what the drill is going through, not what comes up. No one is influenced or particularly concerned with what comes up out of the drill except that sand will come out of sandstone and parent clay come out of shale. When the log says so many feet of overburden and so many feet of sandy clays, you figure that is sandy clays and not sandstone. The comments below, where it refers to alternate layers of sandstone and shale, you would assume certainly, that when they refer to hard shale and to sandstone, and particularly where they refer to areas of boulders, hard boulders, you would figure that that of course was

k-34

difficult material. But where they say "sandy clays" you wouldn't assume that sandy clay was sandstone, because down at the footnote it says sandstone and shale is present.

Q Doesn't it after "sandy clay" say "shale"?

A Pardon?

Q Doesn't it, after the notation "sandy clays" say "shale"?

A Yes; certainly no one feared shale in this project, I don't think. I wouldn't.

Q In interpreting a log such as that, Mr. Northcutt, you wouldn't interpret the top and completely disregard the explanation at the bottom, would you?

A No. No, where the bottom refers to sandstone, I would figure the sandstone encountered would be their interpretation, and where the log says sandy clays, I certainly wouldn't interpret it as sandstone. Where there was a footnote.

Q It says "sandstone and shales," doesn't it?

A Yes.

Q Now if the contract in this case provided this clause; that the State has conducted subsurface exploratory operations on the project as indicated on the plans, and logs of these explorations are available for inspection from the engineer designated to show the project to

k-35

interested parties, and the State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered--would you tell me then, would you use the log as a guide or rely on it entirely?

A Well, the language you cite is simply standard language in most contracts with awarding agencies such as the Highway Department. The log is certainly used by contractors to give them what the State thought was in there, what the State's engineers thought was in there, and it is used for that purpose; and we--certainly we place reliance upon it or it wouldn't be there.

Q I see. All right. Now, Mr. Northcutt, you know that just south of the summit cut, due south a distance of about 12 miles is located what is known as the Noti Tunnel of the S. P. Railroad through the same range of mountains, do you not?

A I know there is a tunnel there. I have never seen it.

Q Being in the same range of mountains and just 12 miles south of this particular project, do you think a reasonable and prudent contractor, after viewing this site would

k-36

make an effort to view the interior of the tunnel to see what was the formation of this Range?

A No, sir, I certainly do not, because a tunnel is resorted to only when there is--if there is rock suitable for tunneling and will stand for tunneling; that is an engineering choice whether to make an open cut or a tunnel, and the mere fact the railroad elected to drive a tunnel some place 12 miles away would have no bearing on a construction job on this particular summit highway cut here.

Q I meant to study the material, the formation within the tunnel. You would not look at it?

A Not in connection with this highway project, no.

Q Would you do this, Mr. Northcutt--would you view a property or a cut 115 miles north for the purpose of determining whether the material in the Big Cut was similar to the material you saw in the cut 155 miles north?

A Would I visit a cut 115 miles north in connection with this job?

Q Yes.

A No, sir.

Q If you saw a job 115 miles north, through the summit of the Coast Range, would you take what you found there as being indicative of what you might strike at the

k-37

summit pass?

A Not necessarily. We are accumulating our experience in bidding any job. We are undoubtedly, consciously or subconsciously, adding up our experience from various localities, maybe a thousand miles away. But in estimating a particular job we depend on an intensive examination of the particular job at hand, and if this work extended to the Noti Tunnel we would certainly look at the Noti Tunnel.

Q Now, Mr. Northcutt, when you take the plans and the profiles that are given to you on a particular job, and particularly in this State, do you accept those as conclusive concerning the classification of material in the particular area?

A No, we accept those as the evidence of what the designing engineers who drew the plans and engineered the job thought of it.

Q I see.

A We compare that with our own inspection. We figure they have had a much greater opportunity to analyze that particular job than we have had. We think we have had more experience in drilling and blasting and excavating than they have had, so we add the two together.

Q And the same thing would apply as far as the slope angle, is that correct?

A That's correct.

Q Now on the site of the job, if you find evidence that would convince you that the job would be otherwise, do you follow the plans or do you follow other evidence on the site?

A I would believe almost invariably that is a combination of both. If there is a serious, direct conflict of what we saw on the site and what was on the plans--particularly when there is an exploration or drill exploration--if there appeared to be some serious conflict, and we could not see how that could be, we would discuss it with the Resident Engineer or the State Highway people to find out more about it. In this case, the drill log would lead you to a less conservative estimate than if the drill log had been absent. As I said before, in examining the country at the site, I would have thought a prudent estimate would have been from 30 to 33 per cent, approximately a third rock that would require blasting. The drill log would indicate to the contrary. You get down 137 or 139 feet before you encountered what would indicate to a contractor anything that would have to be blasted. So in this case, there was no particular conflict. In fact, the engineering data would lead a prospective contractor to feel reassured by what he saw at the site.

Q You still haven't answered my question, sir. There being a conflict--

MR. BIGGS: (Interposing) Just one moment, please. I don't mean to argue with counsel, but I think he has answered the question.

Q (By Mr. Lindas) I asked you if you didn't rely on your judgment from the things you saw at the site if there was a conflict.

A I said if there was a serious conflict between what we saw and the plans, that we just couldn't reconcile and couldn't see how the engineers reflected their analysis of what was underground with what was on the ground--in that event we would confer with them and ask how they arrived at that conclusion.

Q And when you still can't reconcile the two, what do you do--rely on your own judgment?

A You mean when we went to the engineers and told them that?

Q Yes.

A We would rely on our own judgment. As I said before, it is a combination of the data and our own experience.

Q Now you have engaged in and of course are acquainted with a lot of the highway work here in the State of Oregon, I know, and I am sure you are aware that there are many, many roads in this State that are built on a one to one slope and in sandstone of the type and quality you have

k-40

seen here; is that correct?

A I think you will find slopes of almost any kind, if you cover the State.

Q Yes. It isn't unusual to see a one to one slope in this kind of sandstone, or even in basaltic rock, isn't that correct?

A It would be unusual to see a one to one slope in the Big Cut as it turned out to be, yes.

Q You are quite sure of that?

A Yes.

Q If the testimony in this case produces evidence that the opposite is true, would you want to change your opinion?

A No, sir; I recall no great number of cuts in rock as hard as the sandstone in this cut, as dug, that are constructed on a one to one slope. I am sure you would find the majority to be to the contrary, in my opinion.

Q Pardon--what was that?

A In my opinion.

Q Now, Mr. Northcutt, sandstone is known for its weathering qualities, isn't that correct, sir?

A No, sir, some sandstone is good from that standpoint and some weathers very badly.

Q I am talking about sandstone in this particular cut, the Tyee sandstone.

k-40

seen here; is that correct?

A I think you will find slopes of almost any kind, if you cover the State.

Q Yes. It isn't unusual to see a one to one slope in this kind of sandstone, or even in basaltic rock, isn't that correct?

A It would be unusual to see a one to one slope in the Big Cut as it turned out to be, yes.

Q You are quite sure of that?

A Yes.

Q If the testimony in this case produces evidence that the opposite is true, would you want to change your opinion?

A No, sir; I recall no great number of cuts in rock as hard as the sandstone in this cut, as dug, that are constructed on a one to one slope. I am sure you would find the majority to ~~be~~ to the contrary, in my opinion.

Q Pardon--what was that?

A In my opinion.

Q Now, Mr. Northcutt, sandstone is known for its weathering qualities, isn't that correct, sir?

A No, sir, some sandstone is good from that standpoint and some weathers very badly.

Q I am talking about sandstone in this particular cut, the Tyee sandstone.

k-41

A You are talking about the sandstone in the Big Cut?

Q Yes.

A As it now stands?

Q Yes.

A No.

Q You don't think that is weathering and ravelling at the present time, sir?

A Yes, to a certain extent, but not to the extent that diggable sandstone will weather.

Q Now is it your opinion, sir, that the sandstone you saw on the exposed cuts at the summit of the old road is the same or different than what is in the Big Cut?

A Different. Now as far as geological classification, I don't qualify it; I wouldn't say. But from a construction standpoint it is very different.

Q You know, sir, that sandstone as it gets into the earth--of this type we are speaking about, the type exposed on the summit of the old road and the type exposed in the Big Cut--you knew from your experience before that, that the sandstone would become very hard as it went past the weather zone and down into the bowels of the earth, didn't you?

A Not necessarily. I have seen sandstone 150 feet down that was definitely very rippable.

Q I am talking about this sandstone.

k-42

A The sandstone at the top of the old cut is definitely rippable; all the exposed sandstone on the old highway is definitely diggable.

Q That's right, but the question I asked you was this-- as they went down into the bowels of the earth and as it went past the weathering zone, then the usual thing is to expect it to get harder, isn't that correct? This type--I am speaking about.

A As I say, geologically I wouldn't attempt to answer. From a construction standpoint, it may or may not.

Q Now you heard the testimony about the bids that the other bidders had placed on this project, did you not?

A Yes.

Q Then you must have been of the opinion that many of those other bidders anticipated striking great quantities of rock in this cut, did you not?

A Conclusions drawn as to the analysis of other contractors, from the bid results, we place very--we place no reliance particularly, as a rule, on those bids ordinarily other than those perhaps of the one or two bids next to the low bid, because there are so many other factors that influence the bidding.

Q Now you realize that there are many elements that go into selecting the type of slope used on a given road in a given area, do you not?

A Yes, sir.

k-43

Q There are various factors, safety of the motorist with respect to the material, whether it would ravel or not, the depth of the cut?

A Yes, sir.

Q And things of that kind?

A Yes. We often build roads of our own that have no relation to public agencies.

Q That's right. Now if you knew in this case that there had been much ravelling--I mean if it is developed in this case that there has been a great deal of weathering and ravelling in the Big Cut solely from the one-half to one slope, which is a distance of approximately 60 feet, and that it has continued daily and weekly from the day this job was completed, would it be your opinion that the slope should have been kept on a one-half to one for the entire 200 feet up, or should have been maintained on the one to one?

A Well, from my observation of the project a couple of months ago, the ravelling or erosion from the upper slopes or a flat slope, and the erosion from the steeper portion appeared to be approximately equal. I presumed that on the lower slope it has probably been cleaned up from time to time. I couldn't draw any conclusion from that except to say that normally a rock slope is stood up steeply, for safety, because you get less exposure

k-44

and ravelling in a steep rock slope than you do in the contrary. The opposite is true of a dirt slope.

Q Do you have an opinion if the evidence produced in this case shows ravelling from the one to one slope is completely negligible, and there have been great quantities of ravel from the one-half to one slope-- do you have an opinion whether or not that slope should have been on the one to one or one-half to one?

A Could I have the question again?

(Question read.)

A No, I would be very much surprised if that were the case.

Q I asked you to assume that was the case.

A Assume that was the case?

Q Yes.

A Would I assume then that the slope should have been flatter?

Q Yes.

A Not necessarily.

Q Then you believe that on a highway through a cut 200 feet deep, with the slope at one-half to one for the whole length of 200 feet, where it is continually ravelling and sloughing off and rocks coming down, that it should be maintained on a one-half to one slope?

A Well, if we assume that steep slopes ravel and flat

k-45

slopes do not, then the only conclusion would be that they should be steep slopes.

Q I asked you to assume all the ravel was from the one-half to one. Assuming the evidence in this case shows all the ravel was from the one-half to one, and it has been negligible from the one to one.

A I can only say that was not my observation. If I must assume that, then they should be steeper.

Q All right.

end
P-7

A It is hard for me to comprehend that.

C-8
A47

Q (By Mr. Lindas) Now, Mr. Northcutt, would you say that a variation of 6 per cent between the factor adopted on the plans and the final result was close, having to do with shrink or swell?

A A variation in the amount of shrinkage or swelling?

Q Yes.

A On an entire project?

Q On an entire project.

A It would depend on the location of the project and the character.

Q On this entire project?

A On this entire project?

Q On this entire project.

A 6 per cent?

Q Yes.

A Oh, I would say that would be considerable, but not necessarily startling.

MR. LINDAS: We have no further questions.

Thank you, sir.

MR. BIGGS: I think that's all, Mr. Northcutt.

THE COURT: You may step down, Mr. Northcutt.

(Witness excused.)

MR. BIGGS: I will call Mr. Glen Kibbe, if the Court please.

A48

GLEN E. KIBBE was thereupon produced as a witness in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you state your full name into the record, please, Mr. Kibbe?

A Glen E. Kibbe.

Q Where do you reside, Mr. Kibbe?

A Portland.

Q How long have you lived in Portland, Oregon?

A Since 1907.

Q Prior to your coming to Portland, what had been your residence and your academic training and experience?

A I was raised in Iowa, went to the grammer and high school there, and one year to the University of Minnesota, worked for Stone & Webster in Minnesota.

Q Who were Stone & Webster?

A They are big engineering contractors from Boston.

Q General contractors?

A Yes; design and builders, yes.

Q Design and building contractors. Yes, sir.

A Yes.

Q When you came to Portland, Oregon, whom did you work for?

A I came out to Portland in 1907 as assistant superintendent

A49

of construction for W. S. Barstow & Company in New York to install their overhead wires underground in the downtown district of Portland.

Q Were they the original telephone people in Portland? Did they put in that telephone installation?

A No, this was not telephone. It was electric light.

Q Oh, I see. How long were you employed as assistant superintendent for Barstow, Mr. Kibbe?

A Practically two years.

Q And would you just trace for us thereafter your career?

A At the completion of that work with Barstow & Company I went into the contracting business.

Q With whom at that time, Mr. Kibbe?

A Two partners, -- a man by the name of Welton and a man by the name of Lynden. That went on until 1912. Then I associated with Daniel Kern in one contract in Independence, Oregon, which lasted about six months, and after that he and his son and I formed the A. D. Kern partnership, and we contracted from that time on up until '17, when the Columbia River Highway came along, the first job. We were the successful bidders for the Columbia River Highway from the Multnomah County line to The Dalles outside of about 15 miles.

Q Now, that is what we know now as the old Columbia River Highway?

A50 A Yes, the old Columbia River Highway; that's correct.

Q That contract was let in 1917, was it, or about that?

A I covered several years. The first contract from the Multnomah County line to the Hood River line was let in 1917. We had all of that except the Mitchell Point section and the piece around Shell Rock Mountain. Then later we had Hood River-Mosier, Mosier to The Dalles outside of Rowena Loops in the next three or four years, probably.

Q Under what name were you then operating? Had it then become Kern & Kibbe?

A A. D. Kern; partnership under the name of A. D. Kern.

Q A. D. Kern. Did that association eventually become the Kern & Kibbe organization that is so well known?

A We operated it as a partnership until about 1928, when we incorporated under the name of Kern & Kibbe. That is correct.

Q Is that organization still operating, Mr. Kibbe?

A It is not operating as Kern & Kibbe. Mr. Kern passed away in '51, and I liquidated the corporation in '53, and I am operating as an individual now. Kern & Kibbe is not operating.

Q I see. Would you tell the jury, in addition to the Columbia River Highway construction, what other major construction work Kern & Kibbe did here in Oregon?

A51

A Well, we did a lot of highway work and a lot of jetty work. We built the Picture Gorge section of the John Day.

Q The Picture Gorge section?

A Of the John Day Highway.

Q That extends from Arlington, does it?

A No, it is out of Dayville; yes, Dayville down the Gorge. Twelve miles we had in there, and that was State work. We built Hog Pass, North and South Santiam, for about eight miles on each section, and -- you just want State work?

Q Oh, no, Mr. Kibbe. I just wanted the jury to get some idea of the variety of your experience and the variety of the localities in which you have had that experience in this state.

A (Continuing) And we surfaced the road -- we did crushing and all kinds of heavy work. We surfaced twelve miles of road right by this, on the old road right by this job that is in dispute here.

Q That is, you surfaced the old road on the Siuslaw Cutoff highway?

A It was about 1923.

Q I see, sir.

A (Continuing) Then a lot of our work has been river and harbor work, sandstone quarries on the coast, also basalt quarries, worked on the Columbia River jetties, Newport, A52 Siuslaw, Reedsport, and then California jetties, too.

Q And in California, did you say?

A Yes.

Q Yes, sir. Is it a fair statement, then, Mr. Kibbe, to say that from 1912 or '13 until the present time you have been actively engaged in general construction work of all kinds, including a considerable amount of highway construction?

A That's right.

Q Yes. I assume that you were one of the partners of Kern & Kibbe and one of the officers of the Kern & Kibbe corporation. Is that correct?

A That's right.

Q It is your name that is given to that corporation?

A That's right.

Q During those years, Mr. Kibbe, what has been your own personal experience in the estimating of the cost of construction work, particularly highway construction work, -- that is, what part of it have you participated in?

A My activities were the estimating and the execution. Mr. Kern really handled the office end of the proposition, but I did a large part, probably 95 per cent, of the estimating, and also oversaw the construction.

Q When you are estimating the costs of construction work

A53 of this nature -- and when I say "you" I am referring to you broadly as a representative of a successful, prudent, conservative contractor -- what are the sources of the information which you look to and rely upon in preparing your bid?

A Well, as a rule these awarding bodies advertise for bids on certain jobs, and you send for the plans and specifications and analyze them, and if certain jobs are interesting to you why you go out and go over them and bid on certain jobs that you might want. Others you might not bid on that you are not interested in.

Q Do you make any study of the plans and specifications, Mr. Kibbe?

A Yes. On heavy grading work why profiles, slopes, all those things are taken into consideration. In the old days we used to be pretty careful about the profile on account of the haul feature. If you had a cut on the profile, we wanted to know where that cut hauled to. We had to know on account of the equipment we used, to adapt it to that particular job.

Q Does the relationship between the quantities of excavation and embankment, as shown on the profiles, revealing either a shrink or a swell factor, mean anything? Is it significant to a bidding contractor, Mr. Kibbe?

11 A Yes. You take each cut on the profile and the fill, and

A54

so forth, -- the engineers have generally got that figured out -- as a rule, they try to balance their quantities, and in doing so, depending on the nature of the material, and so forth, they generally allow certain shrinkage or compaction, and there are cases where there is waste on a job, too, but those things show up on the profile.

Q And if it is a known quantity of rock they are dealing with, is that shown in swell, swell factor, too, on profiles, Mr. Kibbe?

A As a rule, because rock, 'most any kind of rock, will swell 33-1/3 per cent, and if it is clean-cut, and they know the quantity in their cut, they will give consideration to that swell.

Q Does the contractor, an ordinary, careful and prudent contractor, bidding on a State Highway, Oregon State Highway construction job, either retain a geologist to give him an opinion on the underlying stratas or sink a drill hole to satisfy himself as to what they are?

A We never have in our experience. We have never hired a geologist, and we have never done any testing on highway work. I have done considerable testing on quarries, but on highway work we always figured the location engineers of the State, with their tests that they usually make -- it was generally what we tried to analyze, together with

A55 our own judgment, in analyzing a job. And another thing about it is the time element enters into it.

Q How does that enter into it, Mr. Kibbe?

A Well, you take, of course, nowadays, these cuts are big, tremendous. You can't put down a 100- or 200-foot hole in 15 minutes. If you've only got ten days to bid the job why you wouldn't have time to put the test hole down even if you wanted to.

Q Where the State Highway Commission has made a test hole and has prepared a log and furnished it to the interested contractors, state whether the ordinary prudent and careful contractor studies that log and relies on it in the preparation of his bid.

A Well, he certainly does, and, as a rule, if the log is pretty clean-cut, you've got a lot of confidence in it, and, naturally, that is going to have quite a bearing on your judgment as to what you think is in the hill.

Q Have you, at the request of Mr. McDougall, studied the plans and profiles in this case, made an inspection of the site of the job, and also studied the test drill in an effort to form an opinion as to how an ordinary, careful, and prudent contractor would have classified the materials on the Low Pass section of the highway prior to his making his bid? I say, have you tried to form a judgment as to just what a contractor would do?

A Not prior to his making his bid.

Q I don't mean, did you examine it prior to his bid, but have you made that examination in an effort to form a judgment as to how a reasonably prudent contractor would have bid the job?

A I have. I was down there in November sometime and went over the work.

Q And how did you go over the work, Mr. Kibbe?

A Well, I was in there in '23 on the crushing, and I went over the old road first, sized up the cuts, and so forth, and then came back over the new road, and I was very much surprised at the change. The old road had sandstone, all right, and shale, but the material along there was sandstone, rather soft, a few boulders, but it all could be dug with a shovel or rooted or handled with scrapers, and in the Big Cut, blue sandstone, almost, within 25 foot of the top, laying in big lenses.

Q Was there anything revealed in the drill log that would have indicated the kind of thing you saw in the Big Cut to a reasonably prudent contractor?

A No, the drill log does not cover it at all.

Q On a cut of the size you saw out there and the nature of the materials which it contained, would you say that a 1 to 1 slope was necessary?

A No. In fact, I think it is more dangerous.

A57

Q During the course of the construction of the job, the testimony is that the slopes were actually pulled in to a much steeper angle, or to 1/2 to 1 instead of a 1 to 1. In your opinion, was that a sufficiently shallow slope to maintain the cut -- that is, 1/2 to 1?

A No. Oh, I don't think it is too shallow. I think it might be a little better if it was a little straighter for safety.

Q From the examination that you made of the site and your familiarity with that country and the construction of the old road, and your examination of the drill log and the plans and profiles, would you have an opinion as to whether the conditions that were actually encountered by the contractor when he opened up the Big Cut were materially different from the conditions shown on the plans on this job?

A Entirely different except the plans call for 1 to 1 slope. Combining that information with the drill log, you naturally think that that 1 to 1 slope in there was all in diggable material, and that that had to be the angle of repose to carry it. In taking the drill log down, they went down and then stopped. Naturally, from that point down why there is no argument about that they run into real rock.

Q Do you have an opinion, Mr. Kibbe, from the examination

A58

that you made out at the site and from all the other data, as to how you would have classified the material to be expected in that Big Cut?

A In the Big Cut, and going by the drill log, I would have classified the Big Cut 20 per cent rock. However, where the drill stopped there isn't that much rock there, but I would throw in a little for insurance on account of there might be a few boulders above that elevation.

Q Was the drill log showing consistent with what could be seen on the exposed cuts of the old highway, Mr. Kibbe?

A Yes, I would say the exposed cuts of the old highway, that the drill log -- not too consistent, though, because it showed much more free sand, clay and shale, and the old cuts do show some soft sandstone.

Q Yes. In fact, the old cuts would indicate more of that than the drill log, itself. Is that correct?

A That is right.

Q Would you have an opinion, based upon these facts, that when the cut was opened up it developed approximately 70 per cent of rock as opposed to the 20 per cent that you have classified being heavy, massive layers of sandstone, constituting about 95 per cent of the quantities interlayered with very shallow layers of shale, to the extent of about 5 per cent of the quantity, whether that condition would be an unusual and an uncommon condition

A59 not ordinarily encountered and not generally regarded as inhering in the nature of the work shown to be performed by these plans at that particular location?

A Very unusual.

Q You think it would be very unusual.

A Yes.

MR. BIGGS: You may cross-examine.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Kibbe, do you think a variation of 6 per cent in the factor of shrink or swell that has been selected and the final result is a large variation?

A Well, the fact you would have 5 or 5-1/2 at the beginning and you doubled it -- I think that is quite a variation.

Q The question was, do you think a variation of 6 per cent between the one selected and the final result is a large variation?

A I do.

Q O. K. If the evidence produced in this case shows that the 1/2 to 1 slope in the Big Cut is raveling consistently and heavily and that the 1 to 1 slope is maintaining itself without ravel, would it still be your opinion that it should be built on a 1/2 to 1 slope?

A I think it should be built on a steeper slope.

Q Steeper slope?

A (Continuing) And I will tell you why it is raveling: Sandstone won't stand 40 per cent dynamite without breaking the fracture. In our big quarries, we have to use powder around 10 and 11 per cent in order to get large rock for jetties. As soon as this texture that has been shaken by the dynamiting there slides off, then you are going to have good walls.

Q That's correct, sir. And why would it ravel on the 1/2 and not ravel on the 1 to 1?

A I think it is raveling on the 1 and 1/2.

Q I told you to assume for the purpose of this question, as an expert, ----

A Yes, sir. It is raveling on the 1 to 1. One reason for that is more exposure.

Q Mr. Kibbe, when you go to view a piece of property, or a site of a job, a project, and there is to be a thorough cut made through a large, steep -- shall we call it a hogback?

A Hogback, yes.

Q -- does the fact that the hogback lies between two existing ridges and is very steep indicate to you that there is a hard core in the center of it?

A It could be, if it hadn't been for that drill hole.

Q And in the lat analysis, Mr. Kibbe, in estimating a job, when you get down to where there is maybe variance, or

A61 matters of discretion, isn't it true you follow your own judgment from what you have seen?

A Well, not necessarily. In this particular case, if I had gone out there to investigate that job to submit a bid, I certainly would have been influenced a long ways with that drill hole, because it is so consistent.
12 It went down without ----

Q Sir, that wasn't my question. I said, in a case where there is going to be a variance from what maybe the plans indicate and what you think, in deciding what to do, do you follow your own judgment, or do you follow the plans?

A I would likely follow my own judgment.

Q One other question, sir: If you knew the State had a geologist, would you have consulted with him before preparing your bid?

A I don't think so.

Q You don't think you would have consulted with him?

A I don't know whether this is right or not, but I developed a quarry in California that turned out to be one of our best that the State of California turned down.

MR. LINDAS: That's right. Not only geologists make mistakes, but contractors and lawyers, too.

We have no further questions.

A62

REDIRECT EXAMINATION

BY MR. BIGGS:

Q Now, Mr. Kibbe, I don't mean to be argumentative with counsel on this, but you were asked if you would follow your own judgment. You always follow your judgment in everything you do; it is a question of the factors that go into making up your judgment. Isn't that correct?

A Well, of course, any information on the side -- that is all taken into consideration, and, naturally, you may make the final decision, but you are influenced a lot by the information you get.

MR. BIGGS: Certainly.

That's all.

MR. LINDAS: We have no further questions.

THE COURT: Mr. Kibbe, you may step down.

(Witness excused.)

MR. BIGGS: May we have a recess at this time?

THE COURT: Yes, we will recess at this time, ladies and gentlemen, and you will retire to the jury room.

(Recess)

End
C-8

P-9
k-46

ORVAL E. WALSH was thereupon produced as a witness in behalf of the plaintiff, and having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you please state your full name into the record, General?

A Orval E. Walsh.

Q Where do you reside?

A I live in Portland, Oregon.

Q How long have you lived in Portland, Oregon?

A A total of about ten years.

Q About ten years. Prior to that time, General, where had you lived?

A Pretty much all over the United States and a good part of the world.

Q I see. Are you permanently a resident of Portland at the present time?

A Yes, I am.

Q What is your present vocation?

A I am a vice president of the Portland General Electric Company in charge of engineering.

Q How long have you held that position?

A About a year and a half.

Q Prior to that time what was your vocation?

k-47

A I was an officer of the Corps of Engineers.

Q What was your rank?

A Brigadier General, when I retired.

Q When did you retire?

A The end of May, 1954.

Q What is your professional training, General?

A I am a graduate of the Military Academy, in 1916.

Q That is West Point?

A Yes. Then right after the conclusion of World War I I had a postgraduate engineering course at the Engineers' School at Fort Belvoir, which was theequivalent of training for a master's degree.

Q I see. During your Army career have you been in the Corps of Engineers or identified with the Corps of Engineers throughout ?

A Yes, my whole service.

Q Would you just tell us briefly what various positions you have held--I don't mean every position but generally the high points of your rise up the ladder from Second Lieutenant to your retired rank.

A I have had a normal amount of troop duty, maybe 25 per cent of the time, which was employed in actually using troops for construction projects. The balance of the time I served in river and harbor work, which we call civil functions, where we had supervision over the

k-48

construction of flood control projects, navigation and military construction in various parts of the country. I served for five years in Kansas City, Missouri, three years as engineer in charge of all construction in the Missouri basin. I had three years as district engineer at Nashville, Tennessee, where we built three large hydroelectric projects, and I had six years in the North Pacific area.

Q What area would that include?

A That includes most of Oregon, Washington, Idaho, part of Montana and Alaska. During that period we undertook and started work on McNary, The Dalles, Chief Joseph, Detroit, Meridian, Dorena and several other smaller projects.

Q That is all within the North Pacific area, and the names you have given are names of dams on the streams in this territory, is that correct?

A That is correct.

Q The Dalles--is that The Dalles, Oregon, and McNary and Chief Joseph also are on the Columbia River?

A Yes.

Q And Detroit on the North Santiam?

A Yes, on the Santiam just eastof Salem here.

Q What position did you hold on your last tour of duty in Portland, Oregon?

k-48

construction of flood control projects, navigation and military construction in various parts of the country. I served for five years in Kansas City, Missouri, three years as engineer in charge of all construction in the Missouri basin. I had three years as district engineer at Nashville, Tennessee, where we built three large hydroelectric projects, and I had six years in the North Pacific area.

Q What area would that include?

A That includes most of Oregon, Washington, Idaho, part of Montana and Alaska. During that period we undertook and started work on McNary, The Dalles, Chief Joseph, Detroit, Meridian, Dorena and several other smaller projects.

Q That is all within the North Pacific area, and the names you have given are names of dams on the streams in this territory, is that correct?

A That is correct.

Q The Dalles--is that The Dalles, Oregon, and McNary and Chief Joseph also are on the Columbia River?

A Yes.

Q And Detroit on the North Santiam?

A Yes, on the Santiam just eastof Salem here.

Q What position did you hold on your last tour of duty in Portland, Oregon?

A I was division engineer of the North Pacific division.

Q Does that mean the chief engineer of this whole area?

A Yes, sir.

Q In connection with your wartime activities, General, where were you located and in what kind of construction work were you engaged?

A Initially I was at Nashville, Tennessee, where we were building various types of military installations, camps and T.N.T. installations, and things of that nature. Then I went out to the South Pacific to Australia, New Guinea and Japan.

Q During all that time were you engaged in various types of construction?

A Yes.

Q After the war years, in what other areas of the world did you serve, in construction?

A I got here in January, 1946, and stayed until February, 1952. Then I went over to French Morocco, building airfields and related installations. I had charge of work in Libya, Saudi Arabia and Turkey for approximately a year. Then I moved to Paris, France, and had charge of the military construction in Paris, and then later in parts of Italy, France and Greece.

Q You retired in what year?

A May, 1954.

k-50

Q Then came to Portland to make your permanent home ?

A That is correct.

Q What experience in connection with this construction work, General, have you had in the construction of highways, first?

A I have had quite a good deal of highway construction in connection with both military installations, where we have had to put in all of the roads, hard stands for heavy equipment and so forth, and in almost every major dam there is a lot of relocation work in connection with both highways and railroads.

Q In connection with any of the Columbia River dams, state whether the Engineers were required to construct relocation roads.

A Yes, we were on both The Dalles dam and McNary dam.

Q How extensive was that construction, General, highway construction?

A I believe the McNary job had somewhere close to 50 miles of relocation work involving that highway, and almost that amount of railroad. At The Dalles dam, it amounted to some 20 miles, and Detroit dam approximately 10 or 12 miles total; and at Meridian about the same amount.

Q And in other parts of the world have you been required to relocate and construct highways?

A In other parts of the world, mainly new construction.

k-51 Q New construction, yes, sir. What has been your particular responsibility on those projects, General?

A On projects here in Oregon?

Q Yes, sir.

A I started out as district engineer of the Portland district, where we were charged with the full engineering design of jobs, advertising and awarding of contracts and then the administration of those contracts. The last three years as division engineer, I supervised four districts who did that type of work, and in the event of any appeals from the ruling of the contracting officer, they usually came to me for decision.

Q Were you then functioning in the capacity of the contract officer in most of those contracts, General?

A On a great part of them during the first three years, yes, sir.

Q Yes. From your experience could you tell us what the ordinarily prudent contractor, what sources of information are available to him in estimating the cost of the construction of highways, General?

A Normally he has to depend to quite a large extent on the information that is included in the plans and specifications for a particular job, plus the inspection that he makes of that particular job site, his background of experience in similar work. And if any special problems exist in

-52 relation to a job, the contractor is usually taken out and shown, and has those special provisions which should be brought to his attention explained to him.

Q What data relative to the quality of material that may be encountered in the project are reflected by the designing engineers in their drawings, General, and how?

A Normally the quantities are figured so that you will have a balanced cut and fill, on higway and railroad work. And the type of the material to be used is usually determined by whether or not you have compaction or swell, as a result.

Q Do competent designing engineers, in preparing drawings, show the type of materials by whether the materials will swell or compact in embankment?

end
2-9

A In most cases that is shown, yes.

-10
453

Q (By Mr. Biggs) Where you have a balanced job in that the type of materials when removed from excavation would exactly fill the embankments, but measured in excavation they exceed the measurement in embankment, what does that indicate?

A Normally indicates a hard material.

Q Now where quantities of excavation exceed the measurement in embankment.

A That indicates that you are working with a material that is subject to compaction.

Q If the reverse is true -- that is, the quantities of excavation are less than those shown in embankment -- that is, when they are actually measured in their original state and show less than those same materials show when they are placed in embankment -- what does it indicate?

A Normally, rock.

Q Because of swell?

A Because of the fact that it cannot be compacted back into the same space that it originally occupied.

Q Where a contracting agency,—the State, the Highway Commission, the federal government, or who else -- letting the contract makes subsurface borings from which a drill log is prepared, and makes that available to a contractor, does the ordinary, prudent contractor place any reliance

A64

upon that log in his estimate of the probable costs of the job?

A I think that they do, because I know that that is the basic data on which the original engineering has been done.

Q At Mr. McDougall's request, General Walsh, have you studied the data of the type you have just referred to -- the drawings of the State Highway Commission on this job, the Low Pass Section of the Siuslaw Highway, made an inspection of the site, and studied the drill log to arrive at a conclusion as to what materials would likely be encountered, or what type of materials would likely be encountered in the Big Cut?

A Yes, I have.

Q Would you just tell the jury what study you have made and what you have done?

A I made a trip down through that area on the 29th of last month, went first over the old highway and inspected the various cuts, some of which were side hill cuts and some of which were through cuts, observed the type of material in those, paid particular attention to the materials at the top of the old cut, and then proceeded on west down to the point where the old highway joined the new highway on the downhill trip, making the same observations, and then getting out of the car and looking

A34

AFTERNOON SESSION

1:40 o'clock P. M.

(The following occurred in open court without the presence of the jury:)

MR. PETERSON: May it please your Honor, the defendant would ask that they be permitted to answer this amended complaint sometime during the course of the trial.

THE COURT: Very well. And it may be considered as received as of this time.

(Thereupon the jury returned to the courtroom, and the following occurred in open court within the presence of the jury:)

THE COURT: You may continue, Mr. Biggs.

Q (By Mr. Biggs) Mr. Northcutt, at the request of Mr. McDougall, have you studied the data and other information which was available to Mr. McDougall -- that is, from inspection of the site, the drill log, the plans, and the profiles, and so on, prior to actually bidding the job, ----

A No.

Q Just one moment.

A Oh.

Q -- with a view to forming an opinion as to how a reasonably prudent contractor, on the basis of such information,

A35

would probably have classified the materials involved on the relocation of the Siuslaw Highway, particularly the construction of the Low Pass section at the summit?

A Yes, not prior to his bidding, but ----

Q No, I understand.

A Yes.

Q And what study have you made of that data?

A I made the same analysis, the same study of the plans and inspection of the site as I would have made had I been bidding on the project and preparing an estimate.

Q Now, will you just tell us what that was, in detail, Mr. Northcutt?

A I examined the plans which show the profiles and the alignment and the stationing, the quantities of excavation and embankment, and the log of the drill hole and the plans. I made an inspection trip to the project about two months ago starting with the east end of the old highway, old Blachly Low Pass road, following it through to the west end and returning, before looking at the new, completed highway.

Q Before looking at what we have called here the Big Cut?

A That is correct.

Q Or any part of it?

A That's right.

Q From that information and data, do you have an opinion,

A35

would probably have classified the materials involved on the relocation of the Siuslaw Highway, particularly the construction of the Low Pass section at the summit?

A Yes, not prior to his bidding, but ----

Q No, I understand.

A Yes.

Q And what study have you made of that data?

A I made the same analysis, the same study of the plans and inspection of the site as I would have made had I been bidding on the project and preparing an estimate.

Q Now, will you just tell us what that was, in detail, Mr. Northcutt?

A I examined the plans which show the profiles and the alignment and the stationing, the quantities of excavation and embankment, and the log of the drill hole and the plans. I made an inspection trip to the project about two months ago starting with the east end of the old highway, old Blachly Low Pass road, following it through to the west end and returning, before looking at the new, completed highway.

Q Before looking at what we have called here the Big Cut?

A That is correct.

Q Or any part of it?

A That's right.

Q From that information and data, do you have an opinion,

A36

Mr. Northcutt, as to how a reasonably prudent and competent contractor, whowas willing to do the work but wasn't compelled to do the work, would have bid, or would have classified the materials on that job in his estimate of the cost of doing the job?

A I do.

Q What is your opinion, sir?

A It is my opinion that with that information available from the plans and the log and an inspection of the job, that the material in the so-called Big Cut would have been diggable, rippable, either common excavation or sandstone and shale of such characteristics as to be diggable without drilling and blasting, and the quantity of rock that would require blasting would have been somewhere in the neighborhood of near 20 per cent, from examination of the plans and the available exposures at the site on the old road.

Q And do I understand the remaining 80 per cent, then, would be diggable material?

A Diggable material.

Q In the mind of a prudent contractor, as I have defined the term for you?

A That is correct. I would say that part of that would be because of the fact that the log of the drill hole was available also on the plans.

A37 Q And did you study the log of the drill hole in this case, Mr. Northcutt?

A Yes.

Q Now, assume that upon the data which you had examined prior to the examination of the cut as it was opened up and as it now appears -- assume on the basis of that data that a contract was made with the State on the contractor's estimate that there would be about 21 per 8 cent of the material in the Big Cut rock requiring drilling and blasting and the remaining 79 per cent diggable, either by shovels or bulldozers or rooters. Would you have an opinion as to whether such a classification would be a reasonable classification on the basis of the information available to such contractor?

A Yes, I would.

Q All right. If you assumed that when the contract was let on that basis the contractor encountered at depths of from seven, I believe, to 12 feet -- it may be 18 or 20 feet -- solid rock extending from there to grade, which was at its deepest point 200 feet beneath the summit, requiring systematic drilling and blasting for excavation, and that the excavation quantities as actually removed swelled in embankment to create an excess of some 10 or 12 per cent over the requirements of the embankment, that the sandstone, or that the

A38

materials, consisted of hard sandstone to the extent of about 95 per cent interlaced to the extent of about 5 per cent of the quantity with various narrow lenses or layers of shale, would you have an opinion as to whether such conditions materially differed from the conditions shown on the drawings of the State?

A I would.

Q And what is your opinion?

A It is my opinion that that would constitute a very material change in the anticipated conditions.

Q Assuming that same set of facts, Mr. Northcutt, would you have an opinion as to whether the conditions thus encountered by the contractor differed materially from those ordinarily encountered and regarded generally as inhering in the work of the kind and at the location described in the drawings in this case, whether it constituted conditions unknown, and unusual conditions materially different from those generally encountered and generally regarded as inhering in work of the kind that the specifications and plans called for and at the location called for?

A I would consider ----

Q Do you have an opinion, sir?

A Yes, I do.

Q And would you state what that opinion is?

A39 A In my opinion, the conditions encountered were certainly of such a great difference as not to have been anticipated by anyone designing or bidding the project.

Q Would you consider them unusual conditions, then, not ordinarily encountered, from the data that was available to the contractor and shown on the plans?

A I would, definitely.

MR. BIGGS: You may cross-examine.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Northcutt, when were you first employed to go out and look at the job, sir?

A I was not employed to look at the job.

Q And you are a friend of Mr. McDougall's?

A I am a competitor of Mr. McDougall's.

Q I understood you were retired.

A I am.

Q Then you are not a competitor, are you, sir?

A Yes, I am still interested in the firm. I am not an employee ----

Q I see.

A -- of the firm any longer.

Q Are you a stockholder in the firm, then?

A Yes, that is right.

Q I see. If he didn't employ you to go out, who did?

A40

A No one.

Q Well, how did you know how to go out, then?

A I met Mr. McDougall at a meeting several months ago, at which time he asked me if I had heard anything about this project, and I had not, and he said that he had a -- they -- there was involved a claim under the changed conditions article of his contract, and that if it were possible for me to examine the project and the plans, not having seen it, but to do so at some future time at my convenience as though I were a bidder looking at the project, would I do so, and I told him that I would.

Q Had you been over that road before, sir?

A Oh, many times; not in recent years. Over the old highway. I had never been over the new road, no.

Q Is this the first time you had ever been over the new road?

A Yes.

Q Now, Mr. Northcutt, isn't it your opinion that a prudent contractor, in examining a site of a project that is located in a range of mountains, should not only examine the side cuts that are adjacent to the locale, but also examine the side cuts on the road both to the east and west and other roads crossing the mountains in the same area?

A Well, particularly in the vicinity of the prospective

A41

project.

Q You are very familiar with the Blachly area, yourself, as I understand it?

A Yes.

Q Now, isn't it true, Mr. Northcutt, that at the Blachly area, which I understand is about three or four miles to the west, ----

A Something like that.

Q -- massive hard sandstone of the type he encountered is exposed on the road at that area?

A No, the sandstone exposed not only in the vicinity of the project but away from the project in any quantity is not like the type exposed in the new cut. It is like the type exposed in the old road adjacent to it.

Q You are quite sure of that?

A In any quantity, yes.

Q What do you mean, -- "any quantity"?

A If you are talking about sandstone, yes.

Q I am talking about the sandstone.

A Now, I do not presume to remember every exposure in the Blachly area, but within the vicinity of the project and anything that I, or, as far as I know, any competent and prudent contractor would examine in connection with this project, there are no outcroppings similar to that encountered in the Big Cut, no.

A42

Q Now, if it was developed in this case that there are exposed on the side hill cut of the Siuslaw Highway in the vicinity of Blachly large and massive layers of the same type of sandstone that is found in the Big Cut, would you have a different opinion about what was run into in this project?

A No, no; I would not.

Q You wouldn't?

A Not in the vicinity of Blachly, no. That is clear down in the valley floor away from this project, entirely different elevation.

Q Do you mean by that, sir, that the formation of sandstone at the Big Cut is different than the formation of sandstone found in other vicinities in this area?

A Well, it depends on how far away you wish to go.

Q I am speaking of Blachly.

A I would say that what is found in the Blachly area, itself, would not necessarily bear relation to what was anticipated in the Big Cut, no, because it is much different elevation and farther away.

Q Well, let me ask you, do you know whether it is different or not?

A Which?

Q The sandstone in the Blachly area.

A No. There are -- I do know that there are many, many types of rock to be found around the Blachly area, which would not influence particularly the inspection of this particular project.

Q Don't you think a reasonable and prudent contractor should view that area and take a look at the sandstones, if it develops that they are visible from the old road at that point?

A The old road in the Blachly area?

Q Yes, sir.

A I don't think it is at all material whether he examined it or not, and if he did I am certain that he would not give much weight to what was found in the Blachly area many feet below the elevation of this and some miles distant.

Q Now, I understand the company you are with is, of course, one of the larger companies in the country. Isn't that correct?

A That is correct.

Q And I presume, then, you have in your office maps of the geological formation of the various areas in each individual state. Isn't that true?

A No, not particularly. We rely on geology and geological consultants to confirm our own analysis of what may be encountered in, oh, large quarry operations involving millions of tons of rock, where the size that the rock

A44

may fracture, and so forth, and the quality of the rock is important. We do not resort to geology either in a consulting -- by way of consultation or by textbooks for highway estimation.

Q Yes.

A (Continuing) We rely upon our experience rather than geology for that.

Q Yes, that is true, but if there was a question in your mind concerning the type of rock you might run into in a given location, even on a highway project, and you couldn't make up your own mind as an estimator what you might run into, you would, under those circumstances, would you not, consult a geologist or the geological maps?

A No, sir; we would not.

Q You wouldn't?

A No.

Q What do you do, then, -- just guess at it, sir?

A We don't rely upon one single opinion. We rely upon the opinion of ourselves, our engineers, and our superintendents, who have spent, -- oh, in four or five people you have the accumulation of many years of experience.

Q Assuming that you couldn't agree among yourselves as to what it was, what would you do then?

A45

A We would take the best combined experience and decision of the people involved. We never have, under those circumstances, resorted to a study of textbooks on geology or consulting geologists. It just isn't done in that field of work. It isn't necessary.

Q Assume for this question, then, Mr. Northcutt, that the geological maps of this very area show that the entire area is underlaid with a sandstone known as the Tyee sandstone. You would pay no attention to that, sir?

A I would not be concerned with that, no.

Q You would not?

A No, sir.

Q By the way, what is sandstone?

A Do you want a geological definition?

Q You may give that, and then give your own definition.

A I am not qualified as a geologist. I wouldn't attempt to give a geological definition.

Q Well, what do you consider sandstone, sir?

A Well, sandstone is a medium-hard abrasive type of rock, and it varies in consistency, probably as much or more than any other type of rock. It may be all the way from compressed sand to extremely hard, blocky rock structure.

Q That's correct, sir. And knowing that it varies from the very hardest type of rock that there can be to

A21

A Yes.

Q Is it east or west of Portland?

A East of Portland.

Q East of Portland as you go out toward Pendleton. Is that correct?

A Right.

Q That is the present road, is it?

A Yes.

Q Yes, sir.

A (Continuing) On the old highway and railroad relocation south of Lookout Point Dam area in Oregon, tunnels and sewers, sewage disposal systems in Portland.

Q Have those jobs required the excavation of materials from their normal place, Mr. Northcutt?

A Yes, sir.

Q Guy F. Atkinson Company operates in other states, as well as Oregon, does it?

A Yes; principally in California, Oregon, and Washington. My responsibilities were for Oregon, Washington, and Alaska during the past 12 years.

Q Now, will you just trace briefly your career with Guy F. Atkinson Company after you got out of college and started to work for them?

A Well, the usual -- oh, from timekeeper I got into equipment maintenance, and purchasing. I bought in later years

A22

heavy construction equipment, supplies, and materials. I became assistant job manager on a number of projects, oh, back as early as 1930, '31. During 1930, for example, George Atkinson, the President of the firm now, and myself were the only estimators for the Company in bidding principally highway work at that time.

Q George F. Atkinson -- is he a Salem man, originally?

A No, he is not.

Q He is not?

A Portland.

Q He went to school here, I believe?

A Yes, he went to Willamette University, I believe.

Q Yes; Willamette University.

A (Continuing) He is now the President of the Company. He and I were the only estimators along in the years 1930, '31. We bid 62 highway jobs in Oregon and Washington in the year of 1930 alone.

Q Those were highway construction jobs?

A Yes, highway.

Q Including grading?

A Principally grading.

Q Yes, sir. Go ahead.

A (Continuing) Oh, the jobs have included jetties, highways, dams, and so forth, and I was assistant project manager on various jobs in Oregon and Washington and California

A23

in 1939. I was resident manager on the Mud Mountain Dam job in Washington west of Seattle in 1939 and 1940. From 1942 throughout the war, with one exception, which I will cover, I was in charge of our work in Oregon and Washington and in Alaska. We did a great deal of work for the Army in Alaska, and in the Aleutian Islands during the war. For a year and a half in the latter part of the war I was on leave of absence as a contracting officer, as a Naval Reserve officer for the Navy Department, administering contract modifications and change orders on secret and confidential contracts. Other than that, my entire experience has been with Guy F. Atkinson Company.

Q During those war years, do I understand -- will you just state that again. What was your capacity in the Navy during the war years?

A I was a contracting officer.

Q And what were a contracting officer's responsibilities?

A Well, mine were -- I had two divisions in the Navy consisting of partly naval personnel and about 200 civilian Navy Department personnel charged with the handling of contract modifications and adjustments.

Q What are contract modifications, Mr. Northcutt?

A Change orders for various reasons, principally.

Q All right. Go ahead.

A With that exception, my experience has been, all been,

424

with Guy F. Atkinson Company, except for two years with the Portland Gas & Coke Co. earning money between high school and college to go to school on.

Q We just want your adult experience, Mr. Northcutt.

A Yes.

Q You stated that you retired as Vice President in charge of area operations. Is that correct?

A That is right.

Q Was that on account of health reasons, Mr. Northcutt?

A Yes.

Q Yes, sir. Will you state how long you had held that position with Guy F. Atkinson Company?

A I was Vice President and Northwest Manager from 1939 until 1951, inclusive.

Q From 1939 to 1951?

A '39 to '51, inclusive.

(Discussion off the record.)

Q (By Mr. Biggs) Now, will you state what your duties were as area Vice President for Guy F. Atkinson Company, Mr. Northcutt?

A With the exception of what we call major projects, like McNary Dam and the The Dalles Dam and Dorena Dam, for which my responsibilities were advisory only -- they are organized on an autonomous status -- I was responsible for all other work for the Company in Oregon, Washington, A25 and Alaska.

Q What, if any, experience have you had, or did you have, in that capacity in estimating or supervising the estimating of construction jobs, particularly grading jobs, Mr. Northcutt?

A Well, during those 12, the latter 12 years, I did no direct preparation of estimates, myself, as I had formerly done. Since my own main experience was in heavy grading and rock blasting and excavation, my function in connection with bid estimates and bidding was primarily to review the estimates prepared by our estimators and in most instances, in the field, with the field inspection trips, to compare their estimate of the classification of materials to be encountered with my own analysis prepared prior to final submission of bid.

Q In your earlier years, before you became Vice President, state whether or not you had at any time experience in connection with actually doing the estimating, the field work involved in estimating.

A Yes, both in estimating and in bidding the jobs and in prosecuting those on which we were successful bidders. Oh, I have actually, in the early '30's, probably estimated, made up estimates, oh, on at least a hundred highway jobs in Oregon alone.

Q And how many would you say in other areas?

A26

A Oh, an equal number in other areas, -- Washington and California.

Q Are you acquainted, Mr. Northcutt, from your experience, with the practice of general contractors engaged in highway construction work in estimating a job and preparing a bid for a contract to do the job? What I would like, if you know, is what the normal, prudent, careful, conservative, general contractor does to acquire information upon which he can make a responsible estimate of the price that a particular piece of work will cost his company.

A Well, ----

Q You may answer that "Yes," if you are acquainted.

A Yes, I am, indeed.

Q All right, sir. Will you just tell us what that practice is?

A The actual steps in procedure may vary somewhat with different firms, but in general -- and they are similar -- and in the case of our own firm we usually send for plans and specifications after review of the advertised calls for bids by the various awarding agencies, and the bulk of our work has been with state and federal agencies.

We scan those publications to see what projects appear to be suitable at the time to our available

A27 personnel and equipment and what areas they are in. We can't tell much about the size of the projects, as a rule, until we get the plans and specifications, so we order what plans and specifications we think we might be interested in. We review them and make a rough check of the size of the job and what is involved. Then we set out to make detailed, careful study and estimate of those on which we plan to bid.

Q That is, a detailed estimate of the plans, are you talking about?

A A detailed estimate of the costs ----

Q Yes. All right.

A -- from the plans and specifications on those projects which we expect to bid.

We first review -- we review the contract just to make sure that the standard, usual contract clauses are there with no particular changes in the general contract and the special provisions. Then we take the plans, themselves, the profiles and the quantities that are indicated and the alignment, the cuts and fills, and then the special information that is available, and we usually make a rough size-up from the plans to see what the engineers of the awarding agency think of the project as shown or indicated by their design on the plans -- treatment of quantities, and so forth. Then with that general idea, our estimators, generally an engineer or a couple of engineers, -- our estimators are not all graduate engineers, but at least one graduate engineer and another estimator, perhaps, with one of the construction superintendents called in from a job -- make an inspection on the ground on foot, examining all of the terrain at the site, any exposed outcroppings, any excavations adjacent to the work, and they make their study, then, of the clearing involved and the grubbing and the classification of the material that they expect to be encountered.

Q Now, by "classification," just what do you mean, Mr. Northcutt?

A Whether it is rock or common, and, of course, beyond that whether some rock is -- of course, there is a great variation in rock -- principally whether it is diggable either with tractor equipment or diggable with shovels, large power shovels and rippers, if it will have to be drilled and blasted, and how much of each type of material they believe will be encountered. That is what the cost estimates are based on. Then with that information they return and work up a very complete cost estimate.

Q In connection with preparing an estimate of the cost of a State of Oregon highway construction job, state

29 whether it is the practice of the contractor to sink a test hole, or make a boring, in an effort to ascertain the quality of the subsurface material.

A No, I never heard of a contractor making a boring on a State Highway project in Oregon or any other state that I know of.

Q And why is that, Mr. Northcutt?

A Well, in the first place, there is not time available, and there are usually too many bidders on highway work to be -- they couldn't all drill in the same cut or cuts, and ordinarily, if it is deemed advisable or necessary to have such exploration, the awarding agency, Highway Department, specifically, will have core drillings or churn drill holes or test pits dug to indicate some idea of what is to be encountered.

Q Where such a drill hole has been sunk by the awarding agency -- we are speaking of the State of Oregon Highway Commission -- does the reasonably prudent contractor make any examination of the log of the test hole?

A Yes, indeed.

Q Does that enter into his judgment at all on the estimates?

A Very materially, when that information is available.

Shall I continue with our bidding procedure?

Q Yes. Go right ahead. Go right ahead.

A (Continuing) Then when the computations and calculations are done and the estimators have computed the probable quantities and segregated the different classes of excavation to be encountered, we make a final trip over the job. Ordinarily, if I had not accompanied the estimators on the first trip, we would make another trip in the light of what you might call a pre-final compilation of the bid, primarily to check my judgment of their classification more than anything else, of the excavation materials, and with that final inspection then we would prepare our bid and submit it.

Q Now, you spoke about making a detailed study of the plans, I believe, or a study of the plans, at one point prior to preparing your bid, examining the quantities and disposition of them, I believe you stated, and the design of the highway. Specifically, what things do you look for, does the ordinary, careful contractor look for, in the plans?

A From the plans, themselves, there are two major items of information that furnish a great deal of clues, and that is the relation of excavation, the quantity of excavation, in given locations on the job, the relation of those quantities to fill, or embankment quantities. Some state highway departments indicate right on the plans that they have, in each given point, computed so much shrinkage for compaction, in the case of dirt or

A31

common material, decomposed rock, soft rock, because specifications require in fills that the material be compacted to its utmost, with the optimum moisture content, so that the material will have no voids. It has to be sprinkled if it is too dry. It has to be dried if it is too wet -- the area -- and rolled with machinery to compact it. The material from that type of excavation will shrink and will be compacted considerably in fill. If it is rocky and will not disintegrate under excavation and remains blocky, of course, rock has a lot of voids in it. It actually swells rather than compacts. So the engineers who have spent usually months, at least, in analyzing the work reflect that in their computations on the plans.

As I say, some state highway departments show that. The State of Oregon show the quantities, and you figure those yourself.

Q That is, they show the quantities of excavation and its disposition in fill?

A That's right.

Q And the quantity of fill that it makes. Is that correct?

A That's right. So one of the early things in examining the plans that we do is to determine exactly what the engineers, the State's engineers, figured in designing the job. We don't accept that as being -- we make our

A32

own examination. That doesn't take the place of our own examination, but it does materially influence our analysis of the job.

Q Reliance is placed upon that information. Is that correct?

A That's right.

Q All right.

A (Continuing) That, I think, is one of the main things that we get from the plans as to how the awarding agency's engineers analyze what is under the ground.

Q Now, what about slopes?

A That is the second thing that probably we get from the plans other than whether there are test pits or drill holes available. The slopes -- if the plans call for flat slopes, 1 to 1, one vertical to one horizontal, or 1-1/2 to 1, that indicates normally that they consider that to be common material, dirt or material that will not stand on a steeper slope unless there are other reasons for it.

Q Normally what ----

A (Continuing) Normally that is the case. If the slopes are 1/2 to 1, sometimes 1/4 to 1, it indicates that they believe it will stand, naturally, and that it is rock and will stand on that slope.

Q To what extent would you say an ordinarily careful and prudent contractor, then, places reliance upon those

A33

things shown in the plans?

A No prudent contractor would disregard that. He would take that -- he would analyze the entire project, taking that into account, together with his field examination, to see that the outcroppings or other available indications at the site confirm or contradict that.

Q Yes.

A (Continuing) They generally confirm to a degree.

Q Now, I will ask you, Mr. Northcutt, ----

MR. BIGGS: This is starting a somewhat new subject, but shall we continue, your Honor, or do you want to recess?

THE COURT: No, we will recess at this time.

You may step down from the witness stand.

Ladies and gentlemen of the jury, we will recess, now, until one-thirty, and you are excused until that time.

(Thereupon, at 11:55 o'clock A. M., a recess was taken until 1:30 o'clock P. M. of this day, Thursday, January 12, 1956.)

P-5
k-19

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following proceedings occurred without the presence of the jury:)

MR. BIGGS: At an earlier stage of the proceedings, if the Court please, I indicated it would probably simplify things if I filed an amended complaint to take care of the matters involved toward the completion of the job. I have now prepared a second amended complaint which has been verified and is ready to file. It has been served on counsel for defendant, but I would like to call counsel's attention to a brief insert we made on page 6.

MR. CORY: I made it on Mr. Peterson's copy.

MR. BIGGS: I see.

MR. PETERSON: Yes, it is here.

MR. BIGGS: At this time, if the Court please, we ask leave to file the second amended complaint, with the stipulation that the defendant's answer presently on file may stand, if they so desire, as an answer to the second amended complaint, and that our reply now on file may stand as the reply to defendant's answer.

MR. PETERSON: I might say that I have not read this yet, counsel. In what respect is it different?

MR. ROCKWOOD: I drew the original complaint, and in order that we might be at issue by trial date, since the job was not completed and we were not entitled to all the money we were to get at the completion of the job--the paving had not been done, and various things of that nature--so drafting of the complaint was very complicated arithmetically. Since the job is now complete, that is reduced to one sentence about the money we are entitled to. Incidentally, you will see where the original reply indicates the amount was $295,000, and our prayer at this time is $274,000, which will be explained by a witness.

THE COURT: May I suggest this, Mr. Peterson, that you might study this during the noon recess, and if you have any objections prior to the time we reconvene this afternoon, you can state them.

MR. PETERSON: Yes, I will do that, your Honor.

THE COURT: I might state that it is our practice here involving cases with a large number of exhibits to have counsel, if they desire, enter into a stipulation that they may read any one of them either in whole or in part to the jury at any time they desire to do so.

MR. PETERSON: That is agreeable, your Honor.

MR. BIGGS: Yes, that is agreeable, your Honor.

MR. PETERSON: I might say, your Honor--I overlooked a question and I ask permission of the Court to recall the witness k-21 to the stand.

THE COURT: Very well, you may do so.

(The Court, counsel, and the reporter thereupon returned to the courtroom, where the following occurred in open court within the presence of the jury:)

JACK McDOUGALL, a witness in behalf of the plaintiff, was thereupon recalled, and, having been previously sworn, testified further as follows:

FURTHER RECROSS EXAMINATION

BY MR. PETERSON:

Q Mr. McDougall, on your redirect examination you told the jury that on a number of occasions, I believe, that State Highway employees had offered you the estimates of the State's bid in those particular instances, or the State's estimates on those particular instances, prior to the time of the opening of bids. Did I understand that correctly?

A No, I did not say that there had been a number of instances. I said it had occurred.

Q How many times?

A I am thinking of one particular instance. It might have been oftener than that, but one was when I was offered a group of estimates of several jobs that were coming up for bids.

k-22

Q State when that offer cocurred, as near as you can recall.

A The last time?

Q Let's start with the first time you had such an offer, and tell us when it was made.

A In 1953.

Q And where was it made?

A In my office.

Q And by whom, sir?

A A State employee.

Q By whom?

A I do not remember, but I will tell you what he was doing in the office--he was one of the accountants that Mr. Clymer sent in there originally to get our cost information, and I believe it was after Mr. Clymer's death that he offered us a schedule of estimated costs of a group of contracts.

July, '54

Q And these were estimated costs upon a group of contracts that were to be let at a future letting, is that correct?

A That is correct.

Q And you do not know the name of that person?

A No, I am not prepared to swear to the name of the person.

Q Do you know all of the estimators and analysts in Mr. Clymer's office or department when he was there?

A No, I do not.

k-23

Q But you knew this man's name at the time he made it?

A Yes, and I think I know who it was now.

Q Tell us.

A If my memory is correct, I think it was Mr. Kayser.

Q You are not sure of that? We would like you to be sure of that.

A Ask Mr. Kayser.

Q Well, of course at this time we are asking you, sir.

A That is my recollection, but I said I was not prepared to point my finger at Mr. Kayser and swear to it. That is my best recollection, however.

Q Do you recall on what particular estimates those were?

A It was probably the next forthcoming State letting, something like that.

Q All right. When was the second time that occurred?

A Occasionally, in looking over these jobs, an engineer will make a remark that the estimate on such and such a job is supposed to be so much. That is an informal way that it is offered. The bonding company representatives seem to have that information available constantly, and there is an explanation for that if you care to hear it, what they give.

Q I would like to have, first, the next time someone offered you an estimate--who it was and when and where.

A That is the only occurrence that I recall specifically.

k-24

There have been other times when engineers have said the estimate on this project is approximately so much money.

Q Yes. Now the first of those other times was on which occasion?

A Pardon?

Q The first of those times--you said other times.

A No, I don't say that was the first of the times. That was only 1953. We have been bidding on State Highway jobs since long before 1953.

Q Mr.--

A (Interposing) When Mr. Lindas made his remark, I was specifically thinking of the list of job estimates for a full letting, in my office.

Q Now I am asking you, because of the seriousness of your remark, to tell the Court and the jury all of the instances where you have been offered the State's estimate by a State employee prior to the time of the public letting of the bid project.

MR. BIGGS: If the Court please--

A That was the only time when it has ever been done in writing.

MR. BIGGS: This is irrelevant, incompetent and immaterial.

MR. PETERSON: It was brought out by your own questioning.

MR. BIGGS: How far do you want to pursue it?

k-25

THE COURT: I will overrule the objection.

Q (By Mr. Peterson) You may go ahead and answer the question.

A I said that was the only time such estimates have ever been offered to us in writing. I said that other times, the details of which I do not recall, the names of the specific employees of the Department I do not recall, they have said, "I understand the State's estimate on this job is about so much." I also said we were not interested in those estimates and didn't want that information prior to making up our own bids because of the possibility of influencing our own thinking. So I have never paid any attention to it, to the point of remembering specific instances when some specific employee of the Department said a job was supposed to be estimated at so much.

Q Did you say that one of these offers of the estimate was in writing?

A I said the one made in my office was the only time I had ever been offered a list of estimates on a printed form.

Q Who was present at the time that offer was made?

A The man who made it.

Q Who all was present--just yourself?

A I don't recall who all was present; possibly the other

k-26

accountant.

Q Were there two people there?

A I don't remember whether there were one or two there.

MR. PETERSON: That is all.

FURTHER REDIRECT EXAMINATION

BY MR. BIGGS:

Q Counsel alleged it as a serious matter; do you so regard it, Mr. McDougall?

A It is not a serious matter to us for the reason that we don't want those estimates.

Q What is the practice, if you know, among the federal contract letting agencies or others with respect to supplying contractors with their own estimates? Is that unusual or uncommon?

A It varies. Some federal agencies withhold their estimates and read them at the time of the bid opening, like the Army Engineers, for example. The State of California Highway Department publishes and makes available to anyone who is interested, contractors and others, ahead of time, an all-encompassing figure that includes the total funds earmarked for a contract, and from those it is easy, if you want to go to the trouble of doing so, to make a deduction of a certain nominal percentage for engineering and find out how much they have to pay for right of way, and the balance is left for construction

k-27

purposes.

Q It is merely a matter of policy then with different agencies, is that correct?

A That is correct. It bears no importance in our minds except for the one psychological factor of--I object to people working for us, using information from sources such as that where they are not familiar with all the details that went into making up an estimate. One of the main objections we have, that I personally have, against our employees talking about an engineers' estimate, is that they don't find out and they are not told and don't know when that estimate was made. It might have been made five years prior to the letting of the project, and the project shelved for that time. In the meantime, costs have gone way up, and if they use an estimate that is completely out of date, and are guided by that, even subconsciously--I don't mean consciously--but they are influenced by it in their thinking, and that is what I object to.

Q When he said "serious" I presume Mr. Peterson implied some kind of moral laxity or problem involved. Do you so regard that anything of that nature is involved in submitting estimates?

A I didn't get that.

Q Do you so regard it as a moral problem--I think that

k-28

was the implication of his question when he said it was a very serious charge that you make.

A Well, I'm not prepared to comment on that.

Q All right.

A Now if I may--I beg your pardon--during the recess I reexamined the bid in order to answer the question whether it was figured on a one- or two-shift basis.

Q All right, you may go ahead.

A It was figured on a one-shift basis.

Q Why was it so figured, Mr. McDougall?

A Because there was sufficient time under the original contract to allow for its completion; assuming that the classification worked out the way we estimated that it would, we would havecompleted the contract within the original time limits, given any kind of break in the weather.

MR. BIGGS: I think that is all.

MR. PETERSON: That is all.

(Witness excused.)

k-29 RAY H. NORTHCUTT was thereupon produced as a witness in behalf of the plaintiff, and having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you please state your full name into the record, Mr. Northcutt?

A Ray H. Northcutt.

Q Where do you live?

A I live on my farm in Clark County, north of Vancouver, Washington.

Q How long have you been a resident of that community, Mr. Northcutt?

A Since my retirement four yearsago.

Q That would be in 1952?

A Yes.

Q What has been your occupation during your active years, Mr. Northcutt?

A Well, for twelve years prior to that, from 1939 until 1951, inclusive, I have been vice president and northwest manager for Guy F. Atkinson Company, contractors.

Q Would you tell us what kind of contracting work the Guy F. Atkinson Company was engaged in during that period of time when you were associated with that company?

A Well, I first became associated with the company in the

k-30

summer of 1923, after my freshman year in Oregon State College; and during the ensuing 29 years--

Q Would you keep your voice up, please ?

A Yes. During the ensuing 29 years after that, the company has been engaged in various--almost every kind of construction--heavy construction such as highways, bridges, tunnels, dams, highway paving, breakwaters, jetties--industrial construction and so forth.

Q Would you name just a few of the major projects that the Guy F. Atkinson Company performed or carried out while you were associated with them during those 29 years?

A Well, we did the dam--

MR. PETERSON: (Interposing) May I interrupt, your Honor. May I object to the question as being too general; the Guy F. Atkinson Company is a large concern, and I suggest that the answer be limited to this area.

A In this area, we have built the Dorena Dam, the McNary Dam.

Q (By Mr. Biggs) Where is Dorena Dam?

A Southeast of Cottage Grove. Now the first project I was on, for example, was in western Lane County. It was at the time the largest highway project let in the State of Oregon. It was about five miles west of this present project that is under consideration here.

k-31 Q Was that in connection with constructing the present old road, the Siuslaw Cutoff Road?

A Well, from Blachly westward for 25 miles.

Q That was your first job, the first one you worked on after you were out of college?

end P-5 A Yes, that was the first.

C-6
A20

Q (By Mr. Biggs) What were your duties at that time?

A On that job I drove a four-horse and six-horse team hauling supplies over this Low Pass highway when the road was impassable to truck, and drove truck and kept time for two years, -- powderman's helper, various jobs that a young man in construction does.

Q I am going to ask you to trace your career with Guy F. Atkinson in a few moments, but right now I would like to ask you to proceed to tell us about some of the important projects that Guy F. Atkinson Company has done in this state.

A Well, Dorena Dam, for example.

Q You spoke of McNary Dam.

A McNary Dam.

Q That is up on the Columbia River?

A Yes. The The Dalles Dam is presently under construction. We have three of the five contracts at the The Dalles Dam now. Oh, the Wilsonville Bridge on the present freeway out here. Bridal Veil overpass for the Oregon State Highway Commission.

Q Where was that -- Bridal Veil?

A Bridal Veil.

Q That is out along the Upper Columbia?

A Lower Columbia River Highway.

Q Lower Columbia River Highway?

k-1o

THE COURT: I do not think it is a question of being misled by the State's estimate for the obvious reason that he did not see it. I will permit the witness to testify as to the amount of the State's estimate, or introduction of an exhibit for that purpose. I think that perhaps at a subsequent, proper time, an instruction to the jury might limit the purpose for which they may consider the evidence.

end
P-3

C-4
A9

(Thereupon the Court, counsel, and the reporter returned to the courtroom, where the following occurred in open court within the presence of the jury:)

MR. BIGGS: If it please the Court, counsel has now handed me from his files the original estimate made by the State of the cost of this job. It includes in the form handed to me some other estimates which would not be material to this case -- that is, on other projects, -- and since it is an original they would like to have it returned, but they have also supplied a photostatic copy of the estimate data that is relevant to this particular case, and I am quite willing to have that substituted in lieu of the original, that being agreeable with counsel.

MR. PETERSON: Yes.

(The document, so offered, being entitled "State Highway Engineer's Estimates of Cost for Comparison of Bids, July 10, 1952," was thereupon marked for identification PLAINTIFF'S EXHIBIT 57.)

MR. BIGGS: I now offer this in evidence, if the Court please.

MR. PETERSON: No objection.

THE COURT: It may be marked as admitted.

(The document, so offered and received, having been previously marked for

A10

identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 57.)

Q (By Mr. Biggs) Have you ever seen this estimate before, Mr. McDougall?

A No, I have not.

Q Will you state what the State's estimate of the cost of this project was, total cost?

A Referring to Exhibit No. 57, the total cost shown for comparison of bids is $741,151.50.

Q And how much did you bid? What was the total amount of your bid?

A $753,510.

Q Your bid was $12,000 higher than the State's estimate. Is that correct?

A A little over $12,000 higher than the State's estimate. That's correct.

Q Counsel asked you if it isn't a fact that every contractor assumes risks. Do you care to comment any further about that, and particularly the extent to which responsible contractors attempt to eliminate all the risks?

A As I stated yesterday, we are not in the construction business to gamble. We are in it to make a respectable living. We are faced with the usual business risks of any business ventures. I mentioned a few of them. In

A11 outdoor work of this kind weather is a risk that we can't do a thing about. But the reason that we go to the lengths that we do in preparing our estimates so carefully is primarily to reduse the guesswork and the chance-taking to the lowest possible minimum, and we go to extremes to do that.

Q What would be the effect on the ultimate cost to the State of projects of this kind,if contractors, assuming that these contracts were pure gambling transactions, estimated only prices that would be sure to protect them against every possible risk?

MR. LINDAS: If the Court please, I object to that. I think that is improper and irrelevant.

THE COURT: I will sustain your objection.

Q (By Mr. Biggs) Go ahead. You cannot answer that question. You cannot answer that question. I would like you, however, to say, if you will, whether or to what extent the work that you do in actually attempting to prepare responsible bids reduces the ultimate cost.

A By taking advantage of every means at our command to eliminate the speculative element or elements in a bid, we are then putting ourselves in the position where we can and are willing to undertake a contract at a lower margin of profit than if we had to include in that bid a large amount of money for contingencies that, if they

A12 did not occur, would simply cost the State a lot of money and would be out of proportion to the cost of the work.

Q Going to another subject, Mr. McDougall, I think on direct examination you were asked the question whether you had ever hired, or your company had ever hired, a geologist, and I believe your answer was "Yes." Was that in connection with the bidding of a highway construction contract?

A No, it was not.

Q Have you ever hired a geologist to assist you in estimating the cost of a construction contract?

4 A We have not.

Q I believe you were asked, also, whether you ever drilled a test hole in connection with preparing a bid on a construction contract, and you answered, "Yes." Was that on a highway construction project?

A No, it was not.

Q What was that in connection with, Mr. McDougall?

A Well, we have drilled test holes on different types of projects. The one I referred to yesterday and I have in mind by reason of the way the question was put was in connection with a railroad job where a large fill was to be constructed from material to be obtained from a borrow pit that was of such shape, by reason of certain property lines, that the railroad could offer this pit and put it up to the contractors, giving them, with plenty of time in which to do so, the opportunity to make their own study. If common materials could be obtained at one end of the borrow pit it would be a very cheap job. However, if we ran into rock at the end of the borrow pit to which I am referring at a depth of just a few feet, we would then have to increase the length of the haul, so that the problem was whether or not we were going to encounter rock at this depth.

Now, in that particular case, the rock in the area was known to be rather disintegrated, and so on, so we ----

Q Did that involve excavation up to a depth comparable to the Big Cut in this case, Mr. McDougall?

A No, it did not. The Big Cut is unusually deep.

Q State, if you know, what the practice is among contractors in the state as to drilling their own test holes in preparing bids on State Highway construction contracts.

A The practice is not to drill test holes in the preparation of bids for State Highway contracts. The time is too short. The State has been in the habit of doing it. It just makes sense. It would be rather ridiculous to have a dozen contractors all out drilling holes in the same cut in a period of a few days.

Q Do you know how long it took the State to drill the test

A14

hole in question here?

A I do.

Q How long was that?

A We were told ----

MR. LINDAS: If the Court please, I will object to it if it is on a hearsay basis, -- what he was told.

THE WITNESS: It is the only way I could find out. I wasn't present.

MR. LINDAS: Then I object to it.

Q (By Mr. Biggs) Is that based upon just hearsay testimony, or is that based upon sworn testimony given by depositions in this case, -- your understanding of it?

A It is based upon sworn testimony given by a State employee in the depositions taken in this case.

MR. LINDAS: It is still hearsay, your Honor.

MR. BIGGS: If you are objecting to it, we will wait until your witness is on the stand.

MR. LINDAS: Very well. I will object to it.

THE COURT: I will sustain the objection.

THE WITNESS: I might add, I did not know at the time that we submitted the low bid how long it took them to drill the hole. They didn't offer that information then.

Q (By Mr. Biggs) You were asked also if all contractors did not submit their costs on the basis of a two-shift operation, and I believe you said, No, that they did not

15 all do that. Have you checked your records to see whether your estimate was made on the basis of a single- or a double-shift operation?

A No, I have not.

Q Is that easy to do, or will it take you some time, and can you bring that in at a later stage of the case?

A In the case of this particular bid, it would take some time to determine.

Q Very well. We will discuss that in connection with the cost later.

A I might add that I personally did not make the computations. They were made by Mr. McGary.

Q Now, with respect to the slopes that the cut is designed to produce, state whether the need of material to fill the embankments would justify steepening the slopes of a rock cut if there is available other material which could be borrowed at a less cost of excavation.

A Certainly not, because the rock would be more expensive material.

Q Is that so generally known and regarded by contractors in the business?

A Yes, sir.

Q In connection with this particular project, Mr. McDougall, do you know whether, if there had been a need for material more than the excavation would produce within the plan as

A16 defined, some of the material could have been borrowed at a much lesser expense than through the excavations from the Big Cut?

A Yes; on either side of the Big Cut.

Q And how could that have been done?

A Simply by either flattening the slopes of some of the dirt cuts, particularly on the extreme east end where there was no danger of undermining the old highway, and also at various places on the east side of the -- I mean on the west side of the Big Cut, it would have been possible to widen cuts without undermining the old highway in material that could have been dug without either drilling or blasting or even ripping to the extent of hundreds of thousands of yards, if they had been needed.

Q In your opinion, could the Big Cut have been designed on a 1/2 to 1 slope successfully and soundly, from an engineering standpoint?

A For its full depth?

A Yes, sir.

A Yes, from the overburden down, and that is proven by the way the slopes are standing today on the 1/2-to-1 section of the cut.

Q Can you tell us about how much excavation material from the Big Cut would have been saved if that reduction in slopes had been made from the top down?

A17 A We have computed the figure at approximately 133,000 yards.

Q Could that much extra material have been borrowed from sources nearby more easily excavatable?

A Yes, more easily and more cheaply, of course.

MR. BIGGS: That's all.

RECROSS EXAMINATION

BY MR. PETERSON:

Q Mr. McDougall, you mentioned that the second highest bidder was $767,000. Do you know what the other bids were?

A I have them all right here as they were read.

Q Would you read them to the jury, please?

A Do you want them in the order from our bid up, or in the order they were read?

Q You have read the first two. Now, read beginning with the third, sir.

A $821,772.

Q And the next one.

A $848,206.

Q And the next one.

A $849,220.

Q And the next one.

A $925,436.50.

Q And the next one.

A18 A $973,467.50.

Q And the next one.

A $987,740.50.

Q And the last one.

A $1,076,826.

Q Do you know or happen to have there the unit price excavation of all those bidders?

A Yes, I have.

Q Would you care to start with your own and read through what the unit price excavation was?

A Do you want just the unit price of Item 4? Is that correct?

Q Yes.

A With no regard for any adjustments made in other items?

Q Yes, that's right. These are all estimated costs, -- just the estimate, bid costs, I should say.

A Our bid was 45 cents. The second bid was 40 cents. The third bid was 54 cents. The fourth bid, 60 cents; the fifth bid, 67 cents; the sixth bid, 72.5 cents; and the seventh bid, 75 cents; the eighth bid, 68 cents; and the ninth bid was 89 cents.

Do you want the State's bid, the State's estimate on it?

Q If you have it there.

A 50 cents.

MR. PETERSON: I think that's all.

A19 MR. BIGGS: That's all.

THE COURT: You may stand down.

(Witness excused.)

End C-4

C-2
A1

Q (By Mr. Peterson) I believe you testified yesterday that you were going to move 284,000 yards, cubic yards, over the entire project by bulldozer and carryall. Will you tell the jury what you expected that to cost per yard?

A Our ----

Q I am asking for your estimate, now, prior to the bid.

A I am looking at the estimate. Our costs ----

Q Cost estimate; that's right.

A That is correct. Our costs are made up of several components. The columns are headed "Field Cost, Overhead." That is the overhead on the job that produces the operating cost. We have a column for "Plant Rental," which is the equipment ownership expense that produces the total field cost. In the next column, which we have headed "Profit," we have to include our general overhead and profit.

Now, do you want the total of all of those? Do you want just the field cost or the operating cost or the total cost or the final bid to the State?

Q You bid 45 cents unit bid for the entire project for all the excavation. Now, I am asking you, in setting up that 45 cents, how much did you allot to the moving, taking out and moving, of the 284,000 cubic yards?

MR. BIGGS: If the Court please, I suggest that counsel hasn't

A2 told the witness which column he wants the estimate taken from. Do you want it on all costs or the field costs or the operating costs? It depends on which of those items are included in the estimate. His estimate would include the whole thing.

MR. PETERSON: That is up to the witness. We have asked a very clear question, here, your Honor. They have set up a bid of 45 cents, I think it was, for the unit cost of ----

MR. BIGGS: I don't care to argue, Mr. Peterson. If you are content with the last one ----

MR. PETERSON: If you are content, I wish you would be so.

MR. BIGGS: Just so long as the witness knew which one was asked for. That's all.

A Referring to our work sheets in our bid, I have in front of me each of those various quantities of classifications of excavation that I gave you yesterday broken down to a field cost. Then at the bottom we have added the overhead, the rental, and the possible profit.

Now, because the figure for overhead rental and possible profit is added to an average cost figure, the percentages used should be adjusted downward for the common excavation and upward for the other excavation, -- what we have used as an average, because the field costs are averaged.

2

Now, the answer to your question, the specific answer,

A3

is that we figured 284,000 cubic yards of common excavation at a field cost of 17.7 cents. The total overhead rental and possible profit added to that particular item, when it was averaged in with the other costs, comes to 20.8 cents, making a total for that unit of 38.5 cents.

Now, that is out of line, because the percentage of overhead rental and profit applied to the common excavation is obviously too high, because it has to be averaged in with the more expensive classes of excavation, including the solid rock.

Q (By Mr. Peterson) Now, the same figure for the same purpose on your 238,000 yards that were to be removed by the Tournapulls.

A 12.2 cents field cost.

Q I didn't get that.

A I said it is 12.2 cents for the field cost and 20.8 cents for overhead rental and possible profit, making 33 cents.

Q And for the 192,000 yards that you expected to rip, sir, what is the figure?

A And remove with Tournapulls. The field cost is 17.3 cents, the overhead rental and profit add 20.8 cents, making a unit of 38.1 cents.

Q And the 115,800 cubic yards that you anticipated that you would have to shoot and blast.

A The field cost is 55.3 cents; the overhead rental and

A4

profit figures 6 cents.

Q What was the last, sir?

A I beg your pardon. 20.8 cents, making a total of 76.1 cents.

Q Now, these items, the second item in each case that you read -- what did that cover -- that is, first you gave the field costs, and what was the second one, now, in each instance? What did that cover?

A Job overhead.

Q Job overhead. And now you mentioned profit in these computations. Do you have profit in there?

A Yes.

Q In other words, that includes profit also?

A That's right.

Q Now, you ----

A Wait a minute. You left out plant rental. Don't forget that.

Q I beg your pardon?

A You left out the equipment ownership expense.

Q That is included in here, too, is it?

A It certainly is. We had almost as much equipment, in value, first cost value on the job, as the contract amounted to.

Q I was just asking. I don't know, myself.

A It cost money to furnish it.

A5

Pardon me, Mr. Peterson. I might suggest that to complete your figures so they will come out, ----

Q By all means.

A -- you should add in the additional item of 17,200 yards of channel change and drainage excavation.

Q That is under a separate agreement you took care of later, was it not?

A No, sir.

Q Was that in the contract?

A It was ----

Q Go ahead.

A The item I am referring to I gave you in testimony yesterday. It was a component classification of the bid item of 847,000 yards. We have 17,200 yards at a field cost of 68 cents.

MR. LINDAS: What was that, Mr. McDougall?

A 68.

MR. LINDAS: Oh, 68.

A (Continuing) And you add on it 20.8 cents average overhead rental and possible profit unit, and our unit becomes 88.8 cents.

Q (By Mr. Peterson) Now, getting back to the 115,800 cubic yards that you expected to shoot, how much of that was in the Big Cut, -- did you anticipate would be in the Big Cut?

A6

A We have the classification broken down according to stations, so I can give you the exact figure. Between Station 73 plus 00 and Station 106, we figured on shooting 115,800 yards of rock. Now, by reference to the profile, Station 76 is just to the west end of the Big Cut. Station 106 takes in a side hill cut immediately to the east of the Big Cut, in which there was a total of 15,000 yards of excavation, approximately. Now, how much classification, how much rock classification, was figured to come from that cut I don't know, but I do know that when we prepared the cross sections for the determination of the amount of rock that we assumed we would encounter in the Big Cut we produced this total of 115,800 yards.

Q In other words, 115,800 is in the Big Cut?

A Is in the Big Cut; that's correct.

Q Now, the 192,000 yards that you expected to rip, where was that? Was that in the Big Cut?

A 156,000 -- I will have to make a computation.

Q Take your time.

A (Continuing) I am short-cutting in the interests of brevity, here. We worked first from the net figures shown on the title sheet of the profile, which is lower than the bid quantities set up in the proposal. In this case the quantities were increased about 9-1/2 per cent, so the net quantity of material that we figured to rip

A7 from the Big Cut would be the figure I have here, 156.703 -- 156,703 yards times 109 per cent, -- about 171,000 yards of the 192 came from the Big Cut. 3

Q Not came, but what you anticipated.

A What we figured, yes. I mean came into these figures from the Big Cut.

Q That was the figure you estimated you would have to take out of the Big Cut?

A That's correct. I am just using a slide rule, here. You will have to let me talk in round numbers when you ask for this. There are slight adjustments of the computations.

Q That is agreeable. Now, you mentioned yesterday, I believe it was, that at the time you were preparing this bid, here, that you had available equipment that was not in use. Do you remember that correctly?

A I think I said we had equipment that was coming idle.

Q Yes. Something like that, yes. And you mentioned also -- and I quote from page 298 of the transcript -- that "If a contractor is so conservative that he figures on having to drill and blast every piece of material that looks a little bit harder than common dirt, he is wasting his time and money in figuring and submitting his bid, because the competition won't let you get the contract. It is too competitive a business." Now, I take it that

A8

you were present at the opening of the bids, the public opening, on July of 1952 -- I think it was July 10th and 11th -- whichever the dates are. You were present at that time, were you?

A No, I was not.

Q You weren't present when the bids were opened?

A No; I remember the circumstances. I had an out-of-town visitor who came into my office, and we sent the bid down to the Imperial Hotel in Portland, where they were opened, by another man. He brought back the returns.

End
C-2

P-3
K-7

Q Now on your behalf, in his opening statement your counsel, speaking of the million dollar bid that was filed in this case, said as follows: "That was over a million dollars, and that was just I think on the irresponsible, I might say irresponsible bid of a noncompetitive contractor who figured it at all rock and wouldn't take a chance."

My question is -- do you agree with your counsel that the million dollar bidder, in excess of a million dollars, that that was an irresponsible bid?

A I didn't know such a word had been used. The point made was that ----

Q (Interposing) You can answer yes or no, then you can explain any way you wish.

A You asked me do I agree that it was an irresponsible bid?

Q Do you agree with your counsel that that was an irresponsible bid?

A No, I don't believe the word irresponsible should be applied to that bid.

Q Now do you agree with counsel that that particular bidder was a noncompetitive contractor who figured it at all rock and wouldn't take a chance?

A That is correct. I do agree with that.

Q Now, isn't it a fact that that is just what you did here, you took a chance on this thing?

A There is a certain element of chance in every job, so

k-6

the answer to your question is yes. We take a chance on weather, we take a chance on how much wage scales might be increased, on how much dynamite might go up in price, and how much diesel oil might increase in price. There is a chance taken in every business venture, so the answer is yes.

Q Having taken the chance and secured the bid from eight other bidders, you are now here asking the jury to up that bid, your bid, to almost a million dollars?

A To what?

Q To renegotiate your bid now by paying you almost a total of a million dollars, isn't that correct?

A Yes, in accordance with the terms of the contract.

MR. PETERSON: That is all.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q I take full responsibility for the use of the word "irresponsible".

When you endorsed the use of the word "noncompetitive" would you amplify that a little? We are referring now to the high bid. The question I want to ask you now is whether the descriptive word is applicable only in view of the information that was available to the bidders at the time; is that correct?

A That is correct.

k-9

Q Is there generally in your experience in this field a wide disparity between bids, Mr. McDougall?

A Yes.

Q Where some nine or ten contractors are bidding?

A Yes. It can be very wide and it can be very close, between individual bidders, as was the case in this job. The second bid, I believe, was just about one per cent above our figure.

Q Then the third bid, do you know about where it was?

A Well, I have them all right here with me.

Q But there were two or three that were quite competitive?

A Yes.

Q Do you know what the State's estimate was?

A Yes.

MR. LINDAS: If the Court please, I would like to be heard on that. First, I might ask a qualifying question.

THE COURT: You may.

MR. LINDAS: Did you have the benefit of the State's estimate before you bid this job?

A I did not.

MR. LINDAS: Therefore I object, your Honor.

A Neither did any member of my firm, to my knowledge.

MR. LINDAS: In fact, no contractors ever have the State's estimate before they bid a job, do they?

A They certainly do.

k-10

MR. LINDAS: They have the State's estimate before a bid?

A I have been offered the State's estimate before bid, by State Highway Department employees, and I would not look at them because I did not want to be influenced by their thinking.

MR. LINDAS: You did not have them in this case?

A No.

MR. LINDAS: We object then, if the Court please.

MR. BIGGS: If the Court please, they opened up this subject on cross examination as to the size of the bids, and have implied in their examination of Mr. McDougall that his bid was improvident and reckless to the point that it was an unjustifiable bid.

THE COURT: If you wish to be heard on it, we will excuse the jury to the jury room.

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following occurred without the presence of the jury:)

THE COURT: For the sake of the record, what was the last question?

MR. LINDAS: The question was "Do you know what the State's estimate was?"

THE COURT: Yes, and the next question, I presume, will be "What was it?"

MR. BIGGS: No, I think at this time I will request the State

k-11

to produce its bid, and offer it in evidence. I anticipated that your objection would be that it would not be the best evidence. I will go ahead, if you will not produce it, and ask him if he knows what it is.

MR. LINDAS: We have it and can get it for you. I thought this was as good a time as any to raise the issue concerning it.

MR. BIGGS: This is not the point that I planned to bring it in, but the matter came up on redirect examination after Mr. Peterson impliedly belittled the imprudence of his bid. I wanted now--I should have said on Mr. Peterson's cross examination--I wanted now on redirect to show through this witness that certainly, judged in the light of the State's estimate, it was a very prudent bid; that is the reason I want now to put it in.

I think, however, as a part of our case in chief, either to be presented at this time or through one of your adverse State witnesses, it is competent evidence of the State's own appraisal of the conditions that were out there on that job, because they make their own cost estimate for the project.

THE COURT: I think we might as well consider it on that basis.

MR. BIGGS: Yes. I do not think a procedural question is involved at this point.

MR. PETERSON: I do not agree with counsel that it is admissible.

In the first place, it had nothing to do with Mr. McDougall's setting up of his own estimate. It was confidential, and contrary to Mr. McDougall's statement, those are not public to anyone prior to the time of the letting. Further, it is confidential and has nothing to do with the bid. More importantly, is this aspect here--the only use that possibly such a bid could be put to would be where a mutual mistake had been pleaded. Here there is no mutual mistake pleaded, and in that case it would have to be pleaded on the basis of some equitable relief such as rescission of the contract. Here, this is a suit in an action at law, and for recovery under the contract, and I think it would be a mistake to let it in; it has no bearing on the estimate he made at a time when this was not available to him.

MR. BIGGS: If the Court please, if you will indulge us a little further, I think it is a good time to reexamine the gist of this whole lawsuit--what it is all about and where we are going.

The action itself is brought on a contract. The contract contains a clause, Section 6-11, that provides whenever the contractor encounters subsurface or latent conditions materially differing from those shown on the plans, or encounters unknown or unusual conditions not ordinarily encountered or generally regarded as inhering

k-13

in the type of work called for by the specifications, then the bid price on the contract should be adjusted to account for or to provide for an increase or a decrease of costs. It works both ways. It is our position, if the Court please, that there were present both of those bases for modification of the contract here.

MR. ROCKWOOD: Modification of the price.

MR. BIGGS: Yes. Or an increase of the costs, on both grounds--first, that there was a material difference between the materials shown on the State's own drawings and the conditions actually encountered. And secondly, that there was an unknown or unusual condition which would not ordinarily be encountered in the situation that confronted the estimating and bidding contractors in this particular case. Now to determine those questions, whether or not they were materially different from the State's drawings, we have got to know and to show what those drawings reflected. We have shown what is patent from the drawings. It is important also to know that there was no mistake made in the drawings, that the State itself in preparing the drawings was completely mistaken just as the contractor was as to conditions out on the job. That goes to both points to show that the project was designed on the basis of an anticipated quality of material different than that which was

k-14

encountered, and that it was a condition that was unknown and unusual--unknown to both parties to this contract.

Now in addition to the drawings, how the State estimated the cost of the project is extremely relevant and important. It shows how they regarded the materials; if the excavation were to be of materials readily compactable and soft, easily removable materials, the cost would be low since excavation from the Big Cut accounted for five-sevenths of all excavation work on the contract. If it were rock or some quality of material that would be expensive to remove, it would be reflected in their costs. In their cross examination at this point they are criticizing the lowness of the contractor's bid. We can show by their own estimates that they figured it an even less expensive project to do than the contractor did himself. So it is very--this material is very relevant, and of course it is highly revealing.

The courts in passing upon claims of this kind, the federal courts, have always commented on the fact it was a mutual mistake. We are not pleading fraud, not saying that the State wilfully defrauded them. We are saying that the State, by reason of its own mistake in appraising these things, estimated the job

k-15

the same way we did and the same way many other prudent contractors would have done. How they reflected that in the costs that they estimated the project would have required is precisely what we are trying to show at the present time.

In addition to that, if the Court please, whether these estimates are made available to contractors in advance is wholly immaterial. The question now is--what was their own thinking about it? And the official action that the Commission took is premised upon the official action of the employees, the expert engineers that the Commission employs to advise them on these matters. We are asking now that the Court simply be advised, through their estimates, what that action was, as an inference that the State itself was mistaken. That is all there is to this, as I see it.

MR. LINDAS: I have just this further thought, your Honor. The question in this case is not what the cost of removal should be or could be or might be, but what was in the earth. If he found something in there that was different than he expected to be in there, that is one thing, but if what he found there is what he anticipated it to be, the fact that the costs adopted or selected or thought to be the cost of removing it would not have anything to do with the type material that was in there. For

k-16

instance, I think we will be able to show that this same identical sandstone in there, had it been laying in horizontal layers, could have been removed without the necessity of blasting because the teeth of the ripper could then get under the smaller shale layers and rip it out. These extra costs were brought about by the way the layers were tilted, not because it was sandstone or because he found something he didn't expect to find there, and the cost is not indicative of anything concerning the type material that was there.

MR. BIGGS: We are speaking of conditions, your Honor. It may be rock, it may be rock in one position or another position. We are speaking about the conditions found there being different from those shown on the plans and profiles, and being an unusual and unknown condition. The fact that the agency is mistaken is very relevant and is commented upon consistently in the cases.

Now more than that, if the Court please, unless it is a procedural block that stands in our way, I think there is no question but what we can show that as an admission, by the Commission, in authorizing the project that they did it on the basis of an estimated cost lower than our bid price. If it had been very much higher they could not have let the job because they were bound by their estimates, this being a Federal Aid project.

k-17

There is no question about the admissibility in this kind of case about another party's own actions, or in this case, estimates. It seems to me a representation of what they were thinking, and what they were thinking is highly relevant when their engineers were authorized to design the project.

MR. LINDAS: If he did not have the cost estimates, he could not possibly have been misled by it--if he never had it. Now the thing he is saying is that he encountered materials that were materially different. There will not be a showing here and cannot be a showing by the plaintiff that the State was ever misled by the condition that was there. Now the State's own cost estimates are made solely and simply for the comparison of bids. It has nothing to do particularly with the material that is in there--or let me put it this way--the condition he is speaking of is that he found subsurface conditions and material of an unsual nature not ordinarily inhering in this work. Now the question is not what the cost estimate by the State would be to remove it; the question is what he found there different than he is alleging the plans show, the test log shows, and the shrink shows. It has nothing to do with the cost estimate the State made for the comparison of bids, and he never had it and never saw it and could not have been misled by it.

VOLUME IV
January 12, 1956

I N D E X

Plaintiff's Witnesses:	Direct	Cross	Redirect	Recross
Jack McDougall (Resumed)		379	394	413
(Recalled)			423	418
Ray H. Northcutt	426	448	--	--
Glen E. Kibbe	471	482	485	--
Orval E. Walsh	486	508	512	--

Plaintiff's Exhibit No.:	Description	Ident.	Rec.
57	Document entitled "State Highway Engineer's Estimates of Cost for Comparison of Bids, July 10, 1952"	405	405

P-1
k-1

THURSDAY, JANUARY 12, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A. M., and the following further proceedings were had herein:

THE COURT: Mr. McDougall, you may resume the witness stand.

JACK McDOUGALL, a witness produced in behalf of the plaintiff, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

CROSS EXAMINATION (Cont.)

BY MR. PETERSON:

Q Mr. McDougall, you mentioned yesterday, I believe, that 16,000 yards from the Big Cut had been placed outside the neat lines south of station 95. Do you know the reason that it was placed there?

A Well, it has been my understanding that there was quite a little water in that draw, and if it was permitted to stand the way the plans were originally drawn, there would be a small lake impounded by construction of the embankment, and that might have a washing effect on the embankment near that station. The decision was finally made to fill the draw up to a certain elevation. Then the toe of the fill, I believe the draw was filled to a certain uniform elevation, then the toe of the fill was moved into the draw and brought up on a very flat slope to intersect the one and one-half to one slope shown on the plans.

k-2

Q Now in the contract or plans there is no item calling for payment for fills, is there?

A I don't believe so, offhand.

Q What you bid on is the excavation plus your long and your short hauls?

A That is what we were paid on. That is what we bid on and were paid on, that is correct. The reason I hesitated about that fill, possibly that drain gravel that went into the trench around the perforated drain might have been paid that way, I don't know.

Q Now, to go back, I asked you the reason for putting this material in the bottom, as you mentioned, at station 99. I believe you called that in your testimony the other day as waste material. That is the way I recall it. Do you recall?

A I don't recall what I said. It was material that did not go into the roadway embankment section.

Q It wasn't wasted material?

A Yes, it would be; it would be surplus material from the net requirements of the roadway embankment.

Q Now you complained, in your complaint, that the plans--that the shrink factor set up in the plans misled you. Would you tell the Court and jury how do engineers adopt a swell factor or shrink factor.

A It is my understanding that the adoption of a shrink

k-3

factor or a swell factor is based on samples of the materials submitted to the State testing laboratory here in Salem. It is operated by the State Highway Department, and certain tests presumably are made there, and in view of the State's long experience in road construction, handling all types of materials encountered in the State, they can then inform their designing engineers the result of the tests; by correlating all the material at their disposal, such as the indication shown on logs of test holes, their own visual observations, their experience on other jobs, and so on, a compaction or swell factor within very close limits can be determined upon before the final design is completed. And the purpose is to create a balanced job, what is known as a balanced job, so that there will be no waste and no borrow. In other words, the modern engineering--the modern highway engineering techniques are so developed that normally speaking in most jobs, not in all jobs but in most jobs of the nature of the Low Pass job, the material removed in excavation will just exactly make the quantity of embankments required to complete the roadway. Now I say there are exceptions. Up the Columbia River Gorge, there are certain cases there where big fills are built out in the river, and rather than do very expensive rock work in the basalt cliffs

K-4

along the Gorge, it was obviously efficient and economical engineering to borrow from sand and gravel sources, and build those fills out in the river far enough out to miss most of the rock cliffs. That would be a good example of the exception.

Q You have stated what your thinking is as to how the State Highway engineers adopt a shrink or swell factor. The question was how do engineers adopt it--you are an engineer, are you not?

A Yes, I am.

Q How would you adopt it?

A How would I?

Q Yes, how would you adopt a swell or shrink factor?

A On the basis of my past experience and information at my disposal as to materials to be moved into a new position on any given project.

Q Do you have any particular formula or do engineers generally have any particular formula by which an accurate determination can be made?

A I think there are various factors that enter into it. I am not familiar with the formula, if any, used by the State Highway Department.

Q And what would be the formula used by engineers generally?

A The formula would be based on the premise that dirt compacts and rock swells. The variations would be the

K-5

elements of the formula indicated by the particular types of materials involved.

Q Then engineers generally--it depends upon a matter of judgment and a matter of experience, isn't that right?

A And a matter of laboratory tests.

Q Engineers generally--you didn't mention using laboratory tests. Do engineers generally use laboratory tests?

A I am not a designing engineer. I presume that the engineers generally do when they have laboratories available, such as the Oregon State Highway Department engineers do.

Q Now you of course are well aware of the fact that it was a matter of judgment at the time you filed this bid, isn't that correct?

A What was a matter of judgment?

Q The setting up of a swell or shrink factor.

A Mr. Peterson, I find it a little difficult to hear you.

Q I am sorry. At the time you prepared your bid in this case, you were aware that the setting up of a shrink or swell factor was a matter of judgment, is that true?

A Yes, that is true.

Q And would you say that a variation of six per cent between the factor adopted and the actual result was close?

A No, I don't think that is close.

Q You do not?

k-6

A I do not. May I explain why?

Q Pardon?

A Would you like me to explain?

Q You are entitled to, by all means.

A Well, we handled here a quantity of 771,000 yards. Practically all of it had to be hauled, had to be put into something, some kind of a hauling unit, a carryall, scraper or a truck or even pushed with a bulldozer. That meant that we actually would move, if the original figures were correct, we would actually haul approximately five or six per cent less material in embankment than showed in excavation; with the net result, from the figures that I presented yesterday, of an overrun of about ten per cent, plus an additional difference of five and one-half per cent between what was shown on the profile, and 100 per cent, making a total of between 15 and 16 per cent more yardage that we had to handle in its swollen condition, due to swell of the sandstone after blasting, than we originally figured. Now 15 or 16 per cent of 771,000 yards is a lot of yards. In round numbers, 15 per cent would be another 116,000 yards, and to move 116,000 yards costs a lot of money. That is why it is important.

end
P-1

A65

at the rock very carefully, then went back on the new highway, observed the characteristics of the cuts that had been made in various portions of that, finally came into the deep cut, inspected that carefully, walked through it, looked at the relationship of the sandstone and shale seams that existed there, and then continued walking the highway practically to the east extremity of the contract.

Q From the observations that you made from the old highway in the area around there, did you conclude what types of materials were exposed by the old cuts?

A I felt that from the exposed materials in all of the cuts that, in all likelihood, the majority of the material that you would get in the new job would be that that would be handled by ordinary earth-moving equipment without the need for shooting.

Q State whether or not, in your opinion, with modern-day machinery, the materials that you observed in the old cuts could have been dug or removed without blasting.

A In my opinion, there was no question of that at all.

Q What conclusions did you draw, or would a reasonably prudent contractor, in your opinion, draw, from the log of the drill hole that was made by the State and presented to the bidding contractor?

A I felt that that reinforced the opinion that you would get from an observation of the cuts in the old highway -- that you had some shale and limestone -- rather, sandstone -- layers that were rather readily diggable with the ordinary, heavy, road construction equipment -- rooters and shovels, Tournapulls, and so forth.

Q Did you make any observations as to what the designing engineers had shown on their plans in this case, General?

A Yes. I saw that almost uniformly throughout the whole length of the job the compaction, or shrinkage factor, was around 94 per cent -- varied just a little bit from section to section, but, in general, it showed that there was anticipated compaction to be expected with all the materials that were moved into the fills.

Q Did you notice whether that same ratio carried through the brackets for the excavation from the Big Cut?

A Yes, it did.

Q Did you notice any other data relevant to materials shown on the plans with respect particularly to the slopes of the cut?

A The side slopes were the same throughout the whole job, or 1 to 1.

Q Would that indicate to a reasonably prudent contractor anything about the quality of materials that would be excavated from the Big Cut -- a cut that would produce those slopes?

A67

A I think that the combination of the fact that you anticipated compaction throughout all the fills, the 1 to 1 slope through all the cuts, and observation of the general conditions found in the old, along the old highway, would indicate that you would find more or less similar materials throughout the whole job.

Q Based upon your observations and your study of the data, do you have an opinion as to how a reasonably prudent contractor would have classified the materials in the Big Cut in preparing his estimate of costs?

A I think that he would have been justified in making an assumption that down to the point in the log where it stated there was particularly hard shale that it would be diggable material. From the point where it said "Hard shale," and where the note indicates that the drilling was much harder in the bottom portion of the hole, he probably should have considered that that portion would be rock.

Q Now, if a contractor, based upon those data, had classified the materials in the cut as being 20 per cent rock ----

MR. PETERSON: Excuse me, counsel.

May it please your Honor, I object to this line of questioning as to the forms of the questions. He is leading the witness. The witness is qualified as an expert, and the questions should be put in the form of

A68 question and answer, rather than a statement that indicates the answer that is wanted.

THE COURT: I will sustain the objection.

Q (By Mr. Biggs) Would you have an opinion, General, as to whether, based upon the data that you have taken into consideration and studied, and on the following

13 facts -- assume these: that upon opening the cut and proceeding to a depth of some 6 to 18 feet in part through overburden, solid rock was encountered from there on down to grade requiring systematic drilling and shooting, the solid rock being massive layers of sandstone interlaced with narrow layers of shale, the content of the total of the sandstone and shale being about 95 per cent sandstone and the balance shale, that the rock, when removed from the cut and placed in embankment swelled 25 to 30 per cent, necessitating a change, of course, in the hauling plans, and so on, -- would you have an opinion on those facts as to whether the conditions encountered by the contractor materially differed from the conditions shown on the plans in this case?

A My opinion, on the basis of my observation, is that I think the rock that was actually encountered was materially different from what a prudent contractor might expect to have found from his observation and from the available data on the drill hole.

A69

Q And what about the plans?

A What about the what?

Q The plans. Did you include that in the data, the drawings?

A Yes, yes.

Q Now, assuming those same facts, would you have an opinion as to whether the conditions encountered by the contractor were unknown and unusual conditions not ordinarily encountered nor generally regarded as inhering in the type of work that these drawings called for at the location where the work was to be done?

A Yes, I think there was quite a difference.

Q You say they are unusual conditions, or not unusual?

A They are unusual, quite different from what could be anticipated.

Q Yes. In your experience as a contracting officer, you said you had had some responsibility in connection with administering the contracts, construction contracts. Is that correct?

A That is correct.

Q Was that your responsibility as the representative of the letting authority?

A It was.

Q State whether the federal contracts contained a clause in substance, if not identical, with the following: "Whenever the contractor encounters subsurface" ----

A70 MR. LINDAS: If the Court please, I am going to object right now about what any federal clause in a federal contract contains. We are concerned with the contract that is entered into in this case, and I think that is the only contract that should be brought into this case. I think it is improper, and I object to it.

MR. BIGGS: I think, if the Court please, the contract clause will be shown to be so nearly identical that the similarity will be obvious, and the application obvious, and it presents as a question what the objective, impartial, fair-minded engineer would decide, and we submit, under the circumstances, that it is susceptible of expert proof.

MR. LINDAS: I have a further comment. I would like to be heard on it.

THE COURT: Pardon me, Mr. Biggs. If you gentlemen desire to be heard on it, we will continue in the absence of the jury.

MR. BIGGS: Well, either way.

THE COURT: Do you desire to be heard on it, Mr. Lindas?

MR. LINDAS: Yes, I do, your Honor.

THE COURT: Very well.

You may step down from the witness stand, please, and, ladies and gentlemen of the jury, you may retire to the jury room.

A71 (Thereupon, the Court, counsel, and the reporter retired to Chambers, where the following occurred without the presence of the jury:)

MR. BIGGS: Now, your Honor, we will expect this witness to answer that the federal contracts under which he has been the administrating officer for various kinds of work, including, of course, highway construction work, contain a changed conditions clause which is almost identical with the 8-11 in this case, -- in reason and philosophy exactly the same. In fact, I think counsel, in a very fair mood, might admit that the State had to borrow the federal clause, and that is where they got the clause they have in their contract.

MR. LINDAS: Being in a fair mood, I don't know where they got it from.

MR. BIGGS: That is where they got it from. They got it from federal aid projects, and the federal government insisted on it, but, nevertheless, that is beside the point.

The clause, itself, requires that when these conditions are encountered they shall be called to the attention of the engineer, that the engineer then shall examine the same, and,we will contend,at an appropriate time shall make an increase of costs accordingly.

A72 Now, the Oregon State contract reads ". . . may make an increase of costs accordingly." We will contend that that must be read in these circumstances, where the interest of the public and of a third person depends upon a rendition of a decision, that it must be fairly made and disinterestedly made and objectively made. If it does not do so, then, of course, ----

MR. CORY: Must be construed as synonymous with "must."

MR. BIGGS: Must be construed as synonymous with "must." -- that the circumstances under which that clause should be applied are susceptible of expert proof, because it calls for the judgment of an expert in the first instance, and that the jury, in determining whether the contracting officer in this case -- the Commission, or whoever the plaintiffs may say is responsible -- acted arbitrarily and capriciously, or whether it acted disinterestedly, if, in fact, it did make a determination. We don't know whether it actually made a determination -- probably not. It simply rejected the claim in disregard of the contract, but we think that we should be permitted to show by expert testimony that a fair, disinterested, competent contracting officer would have made a determination, and we expect to show through this witness, based on the facts in this case, what that determination should be.

A73 MR. LINDAS: Our position simply is this, if the Court please: He has shown his opinion that it was of an unusual nature. The interpretation of the contract is a legal determination to be made by the Court, and he is asking an expert witness to interpret the contract for the Court, and I think it is wholly irrelevant, immaterial, and incompetent.

THE COURT: I will sustain the objection. I think it invades the province of the Court or the jury.

MR. BIGGS: May I make a showing on that?

I will call your attention, of course, to the most recent case from the Supreme Court, saying, of course, that the mere fact that it invades the province of the jury is no ground for barring expert testimony, because that is what expert testimony is designed to do. The expert may be asked the ultimate fact to be determined by the jury.

14 Now, on the question of the interpretation of the contract, I don't think that would be involved if we are properly in court on the contract. We are assuming that the contract is a valid contract, and when these conditions occur that relief may be had under these conditions. If it is not a valid contract, or that is not a valid clause, I suppose that is a question of law. Up to now, the Court has ruled whenever the matter has

A74

been presented that it is a valid portion of the contract and is applicable to these conditions if the conditions are so shown.

On the question of the invasion of the province of the jury, I will be very happy to get that case. I've got it jotted down in my notebook, if your Honor would like to see it.

THE COURT: All right.

(Discussion off the record.)

MR. BIGGS: The case is Schweiger v Solbeck, 191 Or. 454. "Question to an expert witness as to what caused debris from logging operations to come down a ravine was improper in form as failing to disclose sufficiently precisely what testimony was sought to be elicited."

"Where question propounded to an expert witness was not in such a form as to disclose sufficiently precisely what testimony was sought to be elicited," then it was not admissible.

"In action for damages to property of plaintiffs allegedly caused by logging operations of defendants, wherein the debris therefrom was carried by water down a ravine onto plaintiffs' properties, error in excluding testimony of expert as to what caused the debris to come down the ravine did not require a reversal in view of other evidence."

A75 Oh, here is the precise point, at 17. The question was this: "In your opinion, what did cause the debris from the slashing, and the mud, to come down the ravine, over and across the plaintiffs' property?"

The objection was calling for a conclusion of the witness, and the objection was sustained. Mr. McKeown wanted to argue it, but the Court ruled him out.

"The defendants contend that the question was competent and should have been allowed. The witness was an expert, qualified to testify upon the subject of interrogation not only by study but by personal experience and observation . . . The court's comment indicating that the question was an invasion of the province of the jury applied a rule which is not favored in Oregon. This court, following Professor Wigmore . . ., has held that an expert witness may express an opinion upon the very issue before the jury, and that it is impossible for his testimony in that connection to usurp the jury's function." Then they go ahead and say that there was other evidence there which rendered ----

THE COURT: I recognize the law that the Court speaks about in that case, but I think that there is a distinction in the type of testimony expected to be elicited from the witness, and I will adhere to my previous ruling.

A76

MR. BIGGS: Very well, sir. May I just make a showing at this time, if the Court please, -- make an offer of proof while we are here together?

THE COURT: Yes.

(Discussion off the record.)

MR. BIGGS: If permitted to complete the question, plaintiff would show that the federal contracts which General Walsh has had considerable experience in administering contained a changed conditions clause substantially, if not identically, the same as Section 8-11 of the contract in this case, also entitled "Changed Conditions Clause"; that if the witness were then asked the following question, "Based upon your experience in administering that section of the federal contract, do you have an opinion what a disinterested, objective, competent, impartial, chief engineer or contracting engineer would have done by way of increasing or decreasing costs to the contractor on account of conditions encountered by the contractor as shown in the previous hypothetical questions and as are shown by the evidence to exist in this case?" I would expect the witness to answer, "Yes," he did have an opinion. Thereafter, in response to the question, "What is that opinion?" I would anticipate the witness would answer, "Such a contracting officer would have allowed an increase in costs." The

A77

plaintiff would then expect to ask the following question: "In making an allowance for increased costs, would they include a factor for overhead allocable to the work, additional work, created by the conditions so encountered?" And I would anticipate the witness to answer, "Yes." I would then expect to ask the witness whether such increased costs would also include an element of profit. I would expect the witness to answer, "Yes." And in response to the next question, "What would be a reasonable allowance for overhead allocable to the job and profit?" have the witness say, "Somewhere between 12 and 15 per cent."

Now, that is my showing of the evidence that I would expect to be produced.

End
C-10

(Thereupon the Court, counsel,and the reporter returned to the courtroom, where the following occurred in open court within the presence of the jury:)

MR. BIGGS: I think counsel may cross-examine.

P-11
k-53

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Walsh, if the plans and profiles in this case indicated a factor of 94 per cent, as you have indicated, and the final result was unity, would you say that was a large variance?

A I would think that was considerable variance.

Q Now is it your opinion that the drill log in this particular instance is in error?

A I think it is misleading from the point of view of what was actually found.

Q You won't go so far as to say it was in error, would you?

A No, I think it states the materials through which the churn drill went, but it does not give a picture of the actual amount of sandstone and shale that was found when the cut was opened up.

Q But insofar as the log itself is concerned it is not in error?

A I think it reports the materials through which the drill went, yes.

Q Would you say it was not in error--could you say yes or no to that?

MR. BIGGS: If the Court please, I don't quite understand the question myself; I think that is not important, but it is important whether the witness does. I think he might explain what he means by "error". Is it contrary to what was found--what does counsel mean by "error"? I would like to be enlightened.

Q (By Mr. Lindas) You understand the question, don't you, Mr. Walsh?

A I am not positive that I know just what you mean by the word "error" in that particular case.

Q Well--"wrong".

A Well, it is so different from the normal drill hole interpretation that I am used to using, that I would have a difficult time interpreting it to portray the actual rock conditions that were found in the cut.

Q All right. Now as an expert in this field, Mr. Walsh, and you knew that the State Highway Department had a full-time geologist, and prior to estimating a job, would you have consulted him?

A Normally I would not consult the State geologist unless my field investigation of the job site and study of the available drill hole information indicated a variation from what I observed in the territory around there.

Q Well, actually the big thing is interpreting the drill log then, isn't it?

A The general information contained in that log, as I

k-55

have read it, indicated that the materials were similar to those which were exposed in the open cuts.

Q The drill log says formation is alternate layers of sandstone, and that is in fact what is in the Big Cut, is it not, sir?

A I don't know whether I would quite call them layers or not. They are heavy masses or pieces of sandstone, strata of sandstone that are interbedded with a very narrow, thin layer of shale.

Q Well, that is a layer, is it not?

A Yes, it is a layer.

Q All right, now Mr. Walsh, on this particular job before the cut was opened, the Low Pass job--and I am referring now to Plaintiff's Exhibit 4-G--if you saw a hogback with very steep slopes, wouldn't that indicate to you a hard core within the hogback itself?

A Not necessarily. I think if, in looking over that slope, there were a good many rock exposures that showed that that had been the cause for the hogback staying in position, I would feel that there might be hard rock in it, but with the lack of any rock exposures of any magnitude, I would assume it was quite similar to the existing cuts.

Q Would a prudent contractor, Mr. Walsh, seeing a steeply sloped hogback such as this one--wouldn't it be your

k-56

opinion that he would walk over the entire slope to look for outcroppings of rock?

A I think he would walk over a good part of the whole job.

Q Well, of course we are not concerned with the balance of the job, as far as this case is involved--we are concerned with the Big Cut. And you would walk over it to see if you could find outcroppings of rock, if you were making an estimate on the job, would you not?

A I would, yes.

Q And if the evidence in this case, later produced, shows that there were outcroppings of rock on both slopes, then you would consider that very carefully, would you not, in formulating a bid?

A Well, if I had not seen them, I wouldn't.

Q No, I am talking to you now as an expert who would go out there prior to the time the job was opened and had had seen outcroppings of rock on both sides--that would be an indication to you as an expert in this field that there was hard rock within the core, would it not?

A If I had made an investigation and found hard rock outcroppings, that certainly would enter into my decision on what would have to be handled, yes.

Q One other question. The sandstone and shale that was visible to the eye at the summit cut on the old road was in massive layers too, was it not?

k-57

A No, in general the alternate thickness of the shale and the sandstone were more nearly equal; the layers of shale in the exposed sections were thicker in general, considerably thicker in general than they were down in the Big Cut.

Q You would expect those layers to go down through the bowels of the earth at the same degree you saw them on the old cut, would you not?

A More or less generally that way, yes.

Q That is the way they are in the Big Cut, are they not?

A No, in the Big Cut they apparently have thinned out very materially.

Q I am talking about the tilt.

A Pardon?

Q I am talking about the tilt.

A They are tilted both in the top cut of the old highway and in the Big Cut itself.

Q And it is the same tilt?

A Yes.

MR. LINDAS: We have no further questions.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q General, if you knew that the State Highway Commission in studying this proposed cut had sent out reconnaissance parties of engineers, locating engineers, preliminary

k-58

locating engineers, and other bodies of engineers over a period of time, probably a year--of a year's duration or longer, seeking the best possible route for the highway, studying closely all conditions visible, would you assume then from the drawings that they made at the end of a year of study of that area, that they would show slopes of one to one on the Big Cut and a compaction factor of 94 per cent of the materials out of the Big Cut if they had encountered outcroppings of rock on the sides of that Big Cut?

A No, I would not.

MR. BIGGS: That is all.

MR. LINDAS: That is all.

(Witness excused.)

MR. BIGGS: May we have just a minute, your Honor? I want to get together a little data here now for our costs. I had anticipated that these witnesses would probably require the rest of the afternoon.

THE COURT: Yes.

(Whereupon the jurors retired to the jury room, and the following proceedings were had without the presence of the jury:)

MR. BIGGS: I wanted to take this up in theabsence of the jury, your Honor. We are going into a rather detailed discussion of the costs on this job. We have the books and records, the time slips of the men who worked on it, the records of the equipment, the original journals and ledgers that the other side might want to produce. They are here, and I have discussed it with counsel; however, this might be expedited a little by using a summary, with the privilege of the State to examine the original data if they desire. I think it would be much easier for the jury to follow the discussion of the costs, after the exhibits have been properly identified, if we hand to each of the jurors a summary of the testimony of each witness who will be asked about those items. Otherwise it becomes completely meaningless and it is very difficult to have the information mean anything to the jury. I mention it simply because I think it is a perfectly proper thing to do but I would not want to embarrass counsel by their objections to it, if they have an objection to make.

(Counsel examining document.)

MR. PETERSON: If it please your Honor, we could not agree or stipulate that anything like this should go to the jury during the examination of the witness. We not only would not stipulate, but would urge the Court not to permit such self-serving matters to go before the jury k-60 prior to cross examination or any other time.

MR. BIGGS: We will offer it as an exhibit, and the jury surely has the right to examine the exhibits. It is no different than having copies made of every exhibit we have, so that the jury can examine it while the witness is explaining it. I think it is purely a question for the Court on the orderliness of proof. Counsel insisted on a trial by jury in this case and I think they should be the last to object to any method of presentation designed to get the information to the jury so that it may be readily understood.

THE COURT: May I see the documents, please?

(Documents handed to the Court, and examined by the Court.)

THE COURT: I will sustain the objection of defendant to handing each of the jurors a copy of these during the testimony of the witness.

end
P-11

C-12
A78

THE COURT: I will sustain the objection to handing the jurors a copy of this during the testimony of the witness.

MR. BIGGS: Very well. It may be necessary to cover the blackboard with a lot of figures. It was just with the thought of expediting.

THE COURT: I am afraid it would ----

MR. BIGGS: I would expect to withdraw the exhibits right after the examination. I didn't mean to let the jurors keep them, but simply to examine them so that they could follow the testimony. That was all.

THE COURT: Well, you may use this blackboard, and, if necessary, we can get one from the other courtroom.

MR. BIGGS: I was just thinking of a way of shortening it. I can go through each thing, but I am wondering if we recess now if he could put the figures on the blackboard, and I could turn the blackboard to the wall so it wouldn't be seen by the jury until we started taking the testimony. It would save a lot of time, of the jury's time.

THE COURT: Are you suggesting that we recess the jury for the day?

MR. BIGGS: Yes, your Honor, and then we will try to get the data on the board. We had thought it might be made available to them in this form.

THE COURT: All right. It being agreeable to counsel, I

A79 will ask the bailiff to bring the jury back in, and we will recess for the day, and I shall get, Mr. Biggs, one or more blackboards.

MR. BIGGS: If you will, your Honor. Then we will get the information on the blackboards.

(Thereupon the jury returned to the courtroom, and the following occurred in open court within the presence of the jury:)

THE COURT: Ladies and gentlemen of the jury, it appears that this is a convenient break in the testimony of the case that is being presented to you, and though it is a little earlier than our ordinary recess for the evening, I am going to excuse you at this time until 9:45 tomorrow morning. Again, as you leave for the day, I would like to remind you that it is your duty not to discuss the case among yourselves or with any other persons on any subject connected with this trial.

You may now be excused until 9:45 tomorrow morning.

(Thereupon, at 4:08 o'clock P. M. of this day, Thursday, January 12, 1956, an adjournment was taken until tomorrow, Friday, January 13, 1956, at 9:45 o'clock A. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,

Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,

Defendant.

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Thursday, January 12, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 139 pages of typewritten matter, numbered 379 to 517, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Thursday, January 12, 1956.

Dated at Salem, Oregon, this 12th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,

Plaintiff,

vs.

STATE OF OREGON, by and
through its State Highway
Commission,

Defendant.

TRANSCRIPT OF PROCEEDINGS

VOLUME V

January 13, 1956

Pages 520 to 651

Volume V
January 13, 1956

INDEX

Plaintiff's Witnesses:		Direct	Cross	Redirect	Recross
W. C. Williams		520	538	541	--
George Kayser		544	--	--	--
Wyatt S. Peck		562	605		
	(resumed)		624	624	--
Jack McDougall	(recalled)	625	634		

Plaintiff's Exhibit No.:	Description	Ident.	Rec.
58	Summary of charges and credit items applicable to the Low Pass job	573	581

Plaintiff rests 636

Motion for involuntary nonsuit .. 637

Ruling on motion 649

P-1
k-1

FRIDAY, JANUARY 13, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A.M., and the following further proceedings were had herein:

THE COURT: You may proceed.

MR. BIGGS: If the Court please, at this time I would like to call Mr. W. C. Williams as an adverse party witness.

THE COURT: Very well.

W. C. WILLIAMS was thereupon produced as an adverse party witness in behalf of the plaintiff, and having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you state your full name into the record, Mr. Williams?

A W. C. Williams.

Q Where do you reside at the present time?

A In Salem, Oregon.

Q What is your occupation?

A I am the Deputy State Highway Engineer for the Oregon State Highway Commission.

Q How long have you held that position?

A That particular position, I have held for about 6 years.

Q As the Deputy--did you say Engineer? What is your title again, please?

A Deputy State Highway Engineer. I might qualify that. Up until about three years ago, the position was classified

k-2

as the First Assistant Highway Engineer. The title was changed to Deputy Highway Engineer.

Q You are located in the Salem office?

A Yes.

Q Mr. Baldock is your immediate superior?

A Yes, he is.

Q Under your supervision are the District and Division and Resident Engineers, is that correct?

A That is correct.

Q And the bridge Engineers and that hierarchy, of the Department?

A That is correct.

Q In your position as Deputy Chief Engineer, or Deputy Engineer, is it your function to approve the designs for authorized highway construction projects?

A Yes, sir.

Q And are the plans in the case of the Low Pass Section, were those approved by you, Mr. Williams? They are in evidence here. For the record, I am referring to Plaintiff's Exhibit 2, I believe. Yes, Plaintiff's Exhibit 2.

(Exhibit 2 handed to the witness.)

A The question was?

Q Are those plans, the plans which you personally approved, Mr. Williams?

k-3

A Yes, sir.

Q The "W. C. Williams" appearing on the cover sheet means you? That identifies you, is that correct?

A Yes.

Q You are familiar then with the project, are you not?

A Yes, sir.

Q Will you state if this is what is known as a Federal Aid project?

A Yes, it is.

Q To what extent has the Federal Government, through the Bureau of Public Roads, participated in the financing of this section of work, Mr. Williams?

A The exact ratio as established by the State of Oregon on Federal Aid projects is 62 per cent Federal funds and 38 per cent State funds; but it usually runs about 60-40. But the actual allowance of the Bureau is 62.

Q That is 62 per cent of Federal funds go into it, and 38 per cent of State funds, is that correct?

A That is correct.

Q In connection with the determination of whether a project will be authorized, does the State make an estimate of the probable costs of that project?

A Yes, sir.

Q And in this particular case, to inform you of the state of the record, the State's estimate has been identified

k-4

as an exhibit, and the total of the estimate, I believe, is shown to be $741,000. Is that in accordance with your recollection, Mr. Williams, or do you have a recollection about that?

MR. PETERSON: If the Court please, may the record show that the same objection goes to this testimony as to the introduction of the exhibit originally?

THE COURT: Yes.

MR. PETERSON: And may the record further show the same objection runs to all of such questions asked by counsel of the witness.

THE COURT: You may consider that you have a continuing objection to this line.

Q (By Mr. Biggs) Is that in accord with your recollection?

A That is not true. I would explain in this manner--the estimate to which you refer is an estimate for comparison of bids at the time of the bid opening; our estimate--

Q (Interposing) Mr. Williams, just one moment, please. The question is this--was that figure your recollection of what the State's final estimate was?

A The final estimate?

Q That is what I am talking about.

A Yes.

Q That is what I wanted to know. Now I will ask you who prepares those cost estimates, the final cost estimate.

A They are prepared in sequence; the original estimate is made by the locating engineer, and that passes through the office of the Division Engineer, who modifies, changes or corrects the estimate as he sees fit, and from there it goes through the construction engineer's office in Salem where the final analysis is--I should say the semifinal analysis is made by the cost estimate section. The estimate then in its final stage is reviewed either by the Chief Engineer or the Deputy Highway Engineer, as the case may be, and that then becomes the final estimate.

Q In this case who was the approving final officer? You or the Chief Engineer, Mr. Baldock?

A It is my recollection that I was the final approval, because my approval of those plans would indicate that the Chief Engineer was not here at the time.

Q Where does the final estimate go then after you have approved it, Mr. Williams?

A It is held in the office of the office engineer, until the bid opening. That is, two or three days might elapse.

Q Doesn't it go to the State Highway Commission and the Bureau of Public Roads as the basis for their approval of the project?

A No, sir.

k-6

Q Don't they see it--doesn't the State Highway Commission have the benefit of the final estimate as approved by the State engineers?

A It is presented to them on the morning of the opening of bids at the place where the meeting is held, and by the same token, is presented to the Bureau of Public Roads representative who attends such meeting on the morning of the bid opening.

Q Prior to that time, the State Highway Commission has not been advised by its engineers of the cost estimate made by the State Highway Department? Is that your testimony?

A I tried to explain that a while ago. Of course they are. When they set up this project--

Q (Interposing) Now, if you will--

MR. PETERSON: Just a moment, please. I think the witness has the right to explain his answer.

MR. BIGGS: The witness is not responding to the question, your Honor. I asked if it did not go to the State Highway Commission.

A Not until the bid.

Q (By Mr. Biggs) Prior to approval of the project--and is your answer no?

A If you are asking for the estimate of costs for the comparison of bids, the answer is no.

Q I am asking you, Mr. Williams, because the only exhibit

k-7

we have in this case relating to this is the final estimate, and the exhibit so identified as the final estimate--and I think it is the exhibit produced by counsel for the Commission, numbered 53 or 54.

end
P-1

C-2
A1

Q (By Mr. Biggs) (Continuing) Exhibit 57. This was taken, for your information, by stipulation of counsel and at the request of counsel for the State Highway Commission from a typewritten compilation of the estimates of a number of different projects, and these two sheets were photostated and presented as the State's final estimates, or estimate of costs in this case as evidence. That is what I am referring to.

A Your question is, had this been presented to the Highway Commission prior?

Q That is correct.

A No, not until the morning the bids were opened.

Q Not until the morning the bids were opened?

A Correct.

Q And if the bids had been in excess of 10 per cent, more than 10 per cent of the final amount of that estimate, would the project ordinarily be authorized -- would the bid ordinarily be accepted?

A In certain instances, it would.

Q I remind you, Mr. Williams, of a deposition that you gave prior to trial on the 17th day of December, 1954, in this courthouse, your counsel, Mr. Wyckoff, at that time, I believe, being present, the deposition being taken before Mr. Peyton, Official Court Reporter, Mr. Rockwood and I being present. Do you recall the

A2 occasion?

A Yes, sir.

Q This question was asked of you and this answer given: "Question:" ----

MR. PETERSON: May I ask what page?

MR. BIGGS: Yes, sir. Page 14. Excuse me.

2 MR. PETERSON: Wait until the witness, please, gets it.

Q (By Mr. Biggs) Do you have it? It is on page 14.

A Yes, sir.

Q This question: "Who makes the final cost estimate and when is it made?" And your answer, "It is made by the chief specification engineer." That may be "construction engineer," but it reads "specification engineer," -- "when he writes his specifications. Final quantities are all determined at that time, and he makes the final estimate, usually based on the recommendation of the cost analyst, which has been approved by Mr. Baldock or myself. The final estimate is made up by the chief specification engineer, who has, though, really no authority to modify or change the recommended estimates." "Question: What is done, then, with the final cost estimate?" Your answer: "The final cost estimate is furnished to the Highway Commission as the probable cost and is used by them in the comparison of bids. It must be furnished to the Bureau of Public Roads. If

A3

the cost is in excess of 10 per cent of that estimate, usually the bid is rejected."

A That is right. Usually the bid is rejected.

Q All right. That is your testimony at the present time?

A That is correct.

Q Very well, sir. ----

MR. PETERSON: It was his testimony before, too.

Q (By Mr. Biggs) (Continuing) Now, Mr. Williams, from your knowledge of this project, state whether or not the rock that was encountered in the Big Cut at the summit could be removed without blasting.

A No, I don't believe it could have been.

Q Would the State's estimate have been higher if you had known that the contractor would have had to blast the rock encountered in the cut, -- all of the rock that was encountered in the cut?

A Possibly.

Q Pardon, sir?

A I said, "Possibly so."

Q Possibly so? Yes. Well, now, it is only a matter of emphasis, but I will call your attention to page 41, your deposition, at the very top of the page, and ask you if you didn't give this answer: "Well, I will answer this: Of course, the estimate would have been higher if we had known he would have to blast it all, but we didn't. Is that a correct answer?

A That is correct. I said if he had to blast it all. He did not blast it all.

Q Yes. How much did he blast? Do you know?

A Oh, I presume he blasted about 70 per cent.

Q About 70 per cent?

A To my recollection. That is subject to slight variation.

Q Were the materials in the cut, then, harder to handle than you had anticipated, Mr. Williams? Pardon, sir?

A Well, I believe I answered in the deposition -- and I am still of that opinion -- that they were. In the manner it was worked, they were somewhat harder to handle than possibly had been anticipated.

Q Well, again, it is only a matter of emphasis, but just to call your attention to page 41 and the qualifications which you now add were, I think, then missing, the answer is that "The materials were harder to handle than we had anticipated." That is still your answer, is it not?

A Yes, sir.

Q All right. Was a drill hole sunk on the summit of the Big Cut?

A Yes, sir.

Q How long did the drilling require to sink that hole, Mr. Williams?

A5 A I would have to refer to the testimony. I believe that I covered that in the deposition, at which time I had the actual data. 3

Q Look at page 47 of the deposition.

A O. K., sir. Yes, sir.

Q The middle of the page.

A Yes, sir.

Q Now, can you answer, that refreshing your recollection?

A My answer was that the drill rig was on the job about 40 days. They drilled intermittently, due to various reasons, but their average was about eight or nine feet a day, and this particular drill rig that we had probably operated about 20 days.

Q About 20 days of actual drilling time to get that hole. Is that correct?

A Yes, sir.

Q Do you recall the time elapsing between the advertising or calling for bids on this job and the letting of the contract, the time fixed for receiving the bids and letting the contract?

A Two weeks.

Q Pardon?

A Two weeks, I believe.

Q Two weeks. Now, when a project of this kind is first considered, would you just tell us over what period of

A6

time and what kind of crews examine the original terrain before the line is finally located, the center line is finally located, and the design completed?

A The sequence of the examination?

Q Yes, sir.

A It is covered first by what we call a reconnaissance engineer, who, by compass lines, et cetera, determines whether or not a line is feasible,--if there is more than one alternate available, which one is preferable. He makes his recommendation. Then that is followed by the ----

Q Just one moment. How does he make that determination? Does he go all over the country?

A Yes, sir.

Q Personally examines the terrain?

A Yes, sir.

Q Does he have a party with him, a crew of engineers?

A Usually only about one man, is all.

Q Usually only about one man. And he simply reconnoiters the area. Is that correct?

A Yes, sir.

Q Walks over the slopes and down the ravines and all over the area?

A Yes, sir.

Q About how much time is given to him to go over that terrain?

A On a job of that character, about 30 days.

A7

Q About 30 days that he would actually be out on the job reconnoitering?

A No; probably be half on the job and the other half making up his notes and preparing the estimates of cost, et cetera, of the various lines.

Q About two weeks?

A Yes, sir.

Q Actually on the ground study?

A Yes, sir.

Q Now, who follows him, Mr. Williams?

A Then the locating engineer, when assigned to the job.

Q And what does the locating engineer do?

A He first verifies the findings of the reconnaissance engineer by running out necessary transit lines, and et cetera, determining levels, to verify the findings of the reconnaissance engineer, and then proceeds to make the final location survey on the line that is deemed most preferable.

Q And does he work with a party of men, too?

A Yes, sir. He has a party of several men.

Q And how long would he be out over the territory, actually on location?

A Two or three months.

Q He would be actually located in that area for two or three months going all over it with his crew and running

A8 his lines, and so on. Is that correct?

A That's correct.

Q Then who follows the locating engineer?

A Next in order of authority is the Division Engineer, who reviews the ----

Q No, I am just talking about the men in the field.

A Oh, the men in the field?

Q Yes, sir.

A I didn't get the question.

Q I'm sorry. After the locating engineer has been out there a couple or three months, and has located the final line, then is any other engineer assigned out to that territory to do anything else?

A No, sir.

Q To cross-section it or do anything of that kind?

3 A No, sir.

Q I see. From that time, then, the final plans are prepared. Is that correct?

A That's correct.

Q I see. Then when the job is authorized, what crew or crews are first assigned to the territory?

A Then the Resident Construction Engineer and his crew are assigned to the job at the time of the contracting.

Q At the time the contract is let.

A Yes, sir.

A9

Q Is that correct? Over what period of time, Mr. Williams, was this project being studied before it was finally authorized?

A Well, I don't have the exact entries on that. I would say from six to eight months.

Q Pardon, sir?

A I would say from six to eight months.

Q Yes. I think in your deposition you said it was a little difficult to tell, but at least six months and probably a year. That would be pretty close, would it?

A I think on this job, from six to eight months. I believe it was in there, but I could leave it from six months to 12 months.

Q Then do any of the other engineers -- yourself, for instance -- anyone of your echelon, anyone of your rank, -- actually go out over the job before it is approved?

A You mean higher than the Division Engineer?

Q Yes, sir.

A Oh, yes.

Q You actually were over the job, yourself?

A Not in detail. I was over in this manner: that we can't cover every job in the state, and this particular job. I recall going there by car, driving to strategic points where we could get out and walk down and look at the section, here, go on up further and look again. If you

A10 mean, Did I walk the line foot by foot, I did not.

Q You were out over it more than once, were you?

A I don't believe so.

Q You do not believe so?

A On the location.

Q Would the Division Engineer, then, be expected to be over the project a number of times?

A Yes, sir.

Q And look at it in more detail and closer than you?

A Yes, sir.

Q Do you know whether it was done in this case?

A I am quite confident that the Division Engineer was over the project numerous times.

End
[illegible]-2

P-3
k-8

Q Then would there be engineers under the Division Engineer, and other than the reconnaissance and locating engineers, out over the job too before it is authorized?

A None other than an engineer from the cost analyst section.

Q I see. Who were the engineers in the cost analyst section at that time?

A The chief cost analyst was Ed Clymer.

Q And they usually make a study of the area too, do they?

A They do.

Q Is there a District Engineer, below the Division Engineer?

A No, sir, although the Division Engineer has an Assistant Division Engineer.

Q I see. He has several assistants and he assigns them to various projects, does he?

A At the time of this job, he had one. That is common, each Division Engineer has one; right now there are two, but at the time of this job there was one.

Q And presumably also he was over the project, the assistant?

A Yes, sir.

Q Mr. Clymer, you said was the Chief Cost Analyst?

A Yes, sir.

Q At the time this project was authorized?

A Yes, sir.

k-9

Q And Mr. Clymer is since deceased?

A That is true.

Q In July or August, 1953?

A I thought it was in 1954, but it may have been 1953.

Q Well, I am not sure; that date was suggested and I thought you might be able to tell us about it. Was there, to your knowledge, any consideration of changing the sub-base of this highway from the eight inches of required crushed rock to two or three feet of rock from the Big Cut? Was consideration ever given to that change, Mr. Williams?

A Yes, near the end of the job, consideration was given to whether or not it would be possible to use some of the materials to provide an extra thickness of base, to thus decrease the amount of crushed base that would be required.

Q Yes, sir. Was Mr. Clymer then authorized to make a study of that situation cost-wise or otherwise, do you know?

A Yes, he was.

MR. BIGGS: That is all. Thank you, Mr. Williams.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Williams, at the time this authorization was given to Mr. Clymer to make a study of the costs of this

k-10

project, of which you speak, had the McDougall Company ever notified the Department concerning any complaint they wished to make about the rock that they encountered?

A You mean verbally or in writing or either?

Q In writing.

A No, sir.

Q And at the time he was authorized to consider the costs concerning these materials, it was for that purpose only and had nothing to do with any complaint that was made to the Department?

MR. BIGGS: I think that is very leading; this is an adverse party witness, and I think counsel is required to confine the questions as though he were his own witness.

THE COURT: I will sustain the objection.

MR. LINDAS: We will call him back later as our own witness then.

Q (By Mr. Lindas) Mr. Williams, you attempted on examination by counsel for plaintiff to explain the difference or distinction between a final estimate on which the contractor was paid, and the official cost estimate which was made prior to the opening of bids.

MR. BIGGS: No, if the Court please, that was not the question. The witness tried to talk about that but the question related to how the estimate was made up and what was done with it. That was the only purpose, so I think

k-11

if he wants to show that, he should make this witness his own witness.

THE COURT: I will permit you to ask the question.

MR. LINDAS: Will you read the question, please.

A Well, I remember it. The question was about the difference between the final and the original determination on what the cost might be. When the program is submitted to the Bureau of Public Roads, we must submit an estimate of the project. That is the first official estimate made, that the program is so much. That has nothing to do with the estimate made for comparison of bids a few days before the opening. That estimate of course is submitted to the Bureau of Public Roads and to the Highway Commission, so they know about how much money is involved in this project.

Q You testified also that the material was somewhat harder to handle than you anticipated. Was the material in the Big Cut what you anticipated or did not anticipate to find there?

A The material was what we anticipated.

Q Now would you state whether or not Mr. Clymer's authority to act in the case to which you referred related to the claim in this case.

MR. BIGGS: I think, counsel--

Q (By Mr. Lindas) I will repeat that. State whether or

K-12

not Mr. Clymer's authority to contact the McDougall Company concerning the blanket related to the claim they are now prosecuting in this particular case.

MR. BIGGS: I object to that, if the Court please. I did not ask about Mr. Clymer's contacting Mr. McDougall, and besides that, the question is a leading question. I made no reference to that at all in my questioning.

THE COURT: I think it might more properly be part of your own case.

Q (By Mr. Lindas) Mr. Williams, you have testified that it took twenty days to drill the test hole in this particular instance. Do you know how long it would take for a drill to go deep enough to strike the rock that was struck in this particular case?

A A few hours, to go to the rock.

MR. LINDAS: If the Court please, of course we are going to call Mr. Williams as our own witness, and I think I will ask no further questions at this time.

THE COURT: Very well.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q Let me, if you will, understand this situation. You say there was some other estimate given to the Bureau of Public Roads and the State Highway Commission other than the estimate which counsel produced here the other day?

k-13

A Oh, yes, sir.

Q What was that estimate ?

A I don't recall.

Q Where is that?

A It is a matter of official record when the job is recommended. It goes to Washington, D. C., and we submit the termini of the job, the length of the job and so forth.

Q Then you must have a copy of it in the files?

A Yes.

Q May I see it, please?

A I don't have it here.

Q You did not bring that along and do not know what it was?

A No.

Q Was it higher or lower?

A I haven't the faintest idea, but I think--

Q It was, in fact, lower--was it not?

A Pardon?

Q Wasn't it in fact lower?

A Lower?

Q Yes.

A I am inclined to believe it was, sir.

Q But the estimate of the actual costs as distinguished from the estimate we have put in evidence here, and the one which I understood from counsel that the Commission

k-14

acted upon--it now appears there was an estimate of actual costs that were lower even than the final estimate we have in evidence, according to your recollection? Is that correct?

A No, not the actual costs, estimated costs.

Q Estimated actual costs?

A Which is submitted before the survey is made. We don't have too much to go on.

MR. BIGGS: That is all.

MR. LINDAS: I have some questions but I think I will reserve them for our case in chief, your Honor.

THE COURT: Very well.

(Witness excused.)

k-15

GEORGE KAYSER, was thereupon produced as a witness for examination in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Mr. Kayser, will you state your full name, please.

A George Kayser.

Q You live in Salem, Oregon, don't you, Mr. Kayser?

A Yes, sir.

Q Are you employed by the State Highway Commission?

A Yes, sir.

Q In the office of Cost Analyst?

A Yes, sir.

Q How long have you been so employed?

A Approximately ten years now.

Q Prior to that time what had your employment been, Mr. Kayser?

A I worked at various jobs, still with the Highway Department.

Q You have been employed by the State Highway Department much longer than ten years, then?

A Yes.

Q But your present job you have held how long?

A About 23 years.

Q You have been with the Highway Department 23 years?

A Yes, sir.

k-16

Q What is your training, what fields has it been, engineering or accounting?

A Accounting mostly.

Q Mainly accounting?

A Before I started in cost estimating, it was various jobs for the Highway Department; I drove truck and various things, and was a timekeeper.

Q Yes. Whatare the Cost Analyst's principal duties, Mr. Kayser? By the way--let me ask you one preliminary question. At the time this Low Pass job was going on, who was the Chief Cost Analyst?

A Eddie Clymer.

Q Then you were employed in his office, and subordinate to Mr. Clymer?

A Well, at that time I was the Assistant Cost Analyst.

Q You were the Assistant Cost Analyst?

A That is correct.

Q And now you are the Chief Cost Analyst?

A No, I am just the Cost Analyst. We have no Chief Cost Analyst.

Q What are the Cost Analyst's duties generally, Mr. Kayser?

A Well, the Cost Analyst's main function is to follow the construction projects.

Q With an eye to determining what the costs are, is that the purpose?

k-17

A Well, not that particular item at the first.

Q I beg your pardon, sir.

A Not that particular thing at first. You go out over the job and follow up over it; the way we generally do it is about every other week, we go over the project to see how it is progressing.

Q Do you gather cost data from the contractor during the time the work is actually underway?

A We just check the equipment that is on the job.

Q I see.

A And we try to get the equipment time each month, or every other week that we go through.

Q That is from the job superintendent or someone there?

A From the timekeeper, yes.

Q And why just the equipment time, Mr. Kayser?

A Pardon?

Q Why just the equipment time? Why do you just keep the record of the time of the equipment?

A Because we don't get any of the costs until the job is completed, but we like to keep the equipment time up so we don't have to go through everything and check out the equipment time later.

Q The record of the time that the equipment is on the job is a very vital part of the contractor's costs, is that correct?

k-15

A That's right.

Q So you like to know just how much equipment was there and was used, since it is always a big item of the contractor's cost, is that correct?

A Yes.

Q Do you normally at the conclusion of the job make a careful study of the contractor's entire costs on the job for the information of yourself on future jobs and so forth? Normally, I mean.

A What do you mean by future jobs?

Q Well, do you gather costs from each of the State Highway projects at the conclusion so you will have that information to judge the reasonableness of bids and cost estimates for future projects?

A Yes.

Q That is exactly what you do?

A Yes.

Q In that connection then, Mr. Kayser, do you study and observe the prices generally prevailing in the market pertaining to costs of labor and materials that go into highway construction jobs, and supplies and equipment rental rates and that sort of thing?

A Yes.

Q So that over the past ten years, your job has been to keep yourself informed on those cost items, is that correct?

A That's right.

Q So you like to know just how much equipment was there and was used, since it is always a big item of the contractor's cost, is that correct?

A Yes.

Q Do you normally at the conclusion of the job make a careful study of the contractor's entire costs on the job for the information of yourself on future jobs and so forth? Normally, I mean.

A What do you mean by future jobs?

Q Well, do you gather costs from each of the State Highway projects at the conclusion so you will have that information to judge the reasonableness of bids and cost estimates for future projects?

A Yes.

Q That is exactly what you do?

A Yes.

Q In that connection then, M . Kayser, do you study and observe the prices generally prevailing in the market pertaining to costs of labor and materials that go into highway construction jobs, and supplies and equipment rental rates and that sort of thing?

A Yes.

Q So that over the past ten years, your job has been to keep yourself informed on those cost items, is that correct?

k-19

A Yes.

Q Now I will ask you to state whether, prior to the conclusion of the Low Pass job, you did then start keeping costs and making an analysis of the costs?

A Yes.

Q And when did you do that, Mr. Kayser--I am sorry, is it Kizer or Kayser?

A Kayser. How was that again?

Q When did you, on the McDougall job, first start gathering your costs and making an analysis of his costs?

A It was some time in August.

Q Could it have been earlier than that, Mr. Kayser?

A No.

Q Not earlier than August?

A No.

Q Of 1953?

A That is correct.

Q What did you personally do by way of accumulating and studying his costs, Mr. Kayser?

A Well, at that time, I was down to Mr. McDougall's office.

MR. PETERSON: Will you speak up a little louder, please.

A At that time I was down to Mr. McDougall's office--

Q With whom?

A Mr. Clymer.

Q Who else, anybody?

k-20

A That is all.

Q Just you and Mr. Clymer?

A Yes.

Q You went to Mr. McDougall's office in Portland?

A Yes.

Q What did you do there?

A I obtained the costs from one date to a certain date.

Q What date, if you recall? Between what dates?

A I wouldn't say for sure; I believe it was from the time they started in the Big Cut. I think it was a period of a couple of months anyway.

Q In other words, what you wanted at that time was to start getting his costs and studying the costs that he incurred after he got into the Big Cut, is that correct?

A Yes.

Q Why did you want to get that information at that time?

A Well, because there was an anticipated claim coming in by Mr. McDougall.

Q Well, at that time you wanted to get those costs because you had to, when you discovered what was being developed in that Big Cut, isn't that correct--what you were running into?

MR. PETERSON: Just a moment, Mr. Kayser.

Q (By Mr. Biggs) Isn't that correct?

k-21

(Defendant's counsel conferring.)

MR. BIGGS: Do you have an objection to make, Mr. Peterson?

MR. PETERSON: Yes, we do. May it please your Honor, we will object to that question because there is no showing here that this witness discovered anything prior to the time about any extra costs or rock matters concerning the Big Cut.

MR. BIGGS: Will you turn to your deposition, Mr. Peterson.

MR. PETERSON: Yes, I have it.

Q (By Mr. Biggs) You may refresh your recollection, if you care to, by that, then I will ask you to answer the question.

(Question read.)

end
P-3

C-4
A11

A Well, I think that is what I reported here, what we were running into.

Q (By Mr. Biggs) Yes. And isn't that the reason ----

MR. LINDAS: If the Court please, he had another further explanation ----

MR. BIGGS: Excuse me.

MR. LINDAS: -- he was going to make.

MR. BIGGS: I didn't mean to cut you off, Mr. Kayser. Go right ahead and finish your answer.

A (Continuing) That is what I say in my deposition, here, as to what we were running into. What I meantwas the anticipated claim by Mr. McDougall.

Q (By Mr. Biggs) Yes. Well, now, is your testimony now the same as the testimony that you gave in your deposition? Will you accept that as your testimony?

MR. PETERSON: He has answered that question already. It is repetitious, and it is harassing the witness, and I object to it.

MR. BIGGS: That isn't ----

MR. PETERSON: He has explained his answer in his deposition, your Honor. Now counsel wants him to say something else. He has already answered that.

MR. BIGGS: I am trying to be very fair with the witness, if the Court please, and give him an opportunity to accept that if it is correct. If not, I will have to impeach

A12 the witness to the extent that his testimony isn't exactly as given in the deposition, and I wanted first to give him ----

THE COURT: You may show that the testimony is different, if it was, at this time and at the time of the deposition.

MR. BIGGS: Yes.

A Well, I was just adding a little more to this deposition.

MR. BIGGS: Yes.

Q (By Mr. Biggs) You recall when your deposition was taken these questions were asked you: "Well, then after the work commenced just what did you personally have to do with the project, other than going out and looking over it" ----

MR. PETERSON: Where are you reading from, counsel?

MR. BIGGS: I am reading from page 11, counsel.

Q (By Mr. Biggs)—"Did you get the actual reported cost figures of the contractor at regular intervals?" "No, I never received that." "Question: Who did receive that?" "The only material, I think, that they got -- that Mr. Lammers got on that was the equipment time, every month, I think, or something like that." "Throughout the full project or just the big cut?" "Answer: The whole project." "Question: Why didn't he get the rest of the data?" "Answer: Well, we don't generally gather that up until the job is completed; when the final is

A13 out, then we get the complete data." "Question: I see. Well, did you then sometime get the complete data on this job?" Your answer: "Well, we had to when we found out what we were running into." "You say when you found out what you were running into -- what do you mean?" "Answer: Well, they wanted the costs on that cut." "On the big cut?" "Yes." "Did you get the costs as reported to you by the contractor on that big cut?" "Well, we tried to obtain them to the best of our ability."

4

Are you willing to accept that as your testimony at this time, Mr. Kayser?

MR. PETERSON: I will resume my objection to the question, your Honor, for the reason that the witness has already been asked that, and he has explained it, and this is merely by way of harassment.

THE COURT: I will sustain your objection.

Q (By Mr. Biggs) Did you keep a record of the time you went to Portland, Mr. Kayser, to Mr. McDougall's office to get the costs?

A Yes, sir.

Q When was that, if you please will tell me exactly?

A August the 4th.

Q August the 4th. And is that as a result of a diary?

A Yes, sir.

Q Do you have your diary with you?

A14

A Yes, sir.

Q May I see it, please?

A I will get it.

(The witness handed a document to Mr. Biggs.)

Q (By Mr. Biggs) Was this, now, the first time you went, Mr. Kayser?

A Pardon?

Q Was this note here you have that you and Mr. Clymer were in Portland ----

A Yes, that is the first time.

Q 5233 ----

A That is the car number.

Q Oh, that is the car number. Then did you go a subsequent time?

A I went one more time.

Q And when would that be? Would your diary entry show?

A That's right. Turn to September the 9th.

Q September the 9th?

A Yes, sir.

Q And on each of those occasions, were you with someone else?

A Yes, sir.

Q And who else? The first time you said Mr. Clymer. Who was with you on the second occasion?

A Mr. Lammers the second time.

A15

Q Who is Mr. Lammers?

A Well, our assistant cost analyst.

Q He was also a man from your office. Is that correct?

A That's correct.

Q And on each of those occasions, what did you do, Mr. Kayser?

A Obtained costs.

Q From what source did you obtain them?

A From the contractor's books.

Q Were the books all turned over to you to examine?

A Well, as near as I can tell. I told him what I wanted.

Q Yes, sir. Did they cooperate with you in finding you a place to work and giving you what you wanted?

A Yes, sir.

Q Yes. And did you then obtain all the data that you wanted to obtain with respect to the costs that he was encountering, the costs of his work in the Big Cut?

A Yes.

Q And did that extend also over the entire project?

A Yes; the last meeting, the last date, there, was when we obtained the final.

Q The final. You got all of the costs, then, over the whole project. Is that correct?

A Yes.

Q Yes, sir. And from your experience as a cost analyst and estimator, ----

A16

A No estimator.

Q I beg your pardon, sir?

A No estimator.

Q Excuse me. Cost analyst, then. From your experience in that and your knowledge and information of the market prices of labor and material -- or I mean of material and supplies and of wages and of equipment rental, -- do you have an opinion as to whether the costs of Mr. McDougall, final costs of Mr. McDougall, were reasonable and necessarily incurred in doing the work on this project? You may answer that "Yes" or "No."

MR. PETERSON: If you don't understand the question, sir, you are entitled to have it read to you.

MR. BIGGS: I will call the witness' attention, to save his time or any embarrassment, and in complete fairness to him, to an answer given over counsel's objection on the deposition.

A I have an opinion.

THE COURT: He has answered the question. He says he has an opinion.

Q (By Mr. Biggs) You have an opinion. What is that opinion, sir?

MR. PETERSON: Now, counsel, I wish that this question as to what counsel is asking for may be made specific as to the items for which he is asking the witness when he says

A17 "costs." I wish the record to show what those items are so that the witness will understand exactly what it is that counsel is asking him to give an opinion on.

MR. BIGGS: If the Court please, I don't want to argue with counsel about that, but I think this witness is perfectly capable of pointing out what costs he wanted, or counsel may develop it on cross examination. I am willing to have him state it if he wants to state it, but I don't want the objections making unclear his answer.

Q (By Mr. Biggs) Do you know what the question is, Mr. Kayser?

A Well, define that.

Q Well, I would like you to give your opinion and make any qualifications on it you like.

MR. BIGGS: Would that be satisfactory, your Honor?

THE COURT: I think that counsel is correct. You should make specific the items you are questioning him about.

MR. BIGGS: All right. I will try to do that, then.

Q (By Mr. Biggs) Did you examine the payrolls?

A Yes.

Q And the payroll taxes and insurance?

A Yes.

Q And the materials?

A Yes.

Q And the supplies?

A18

A Yes.

Q And the equipment rental rates?

A That's correct.

Q Now, what else could possibly go into this? What else did you examine?

A Well, there is the bond.

Q The bond. And what else?

A Well, you have the move-in cost.

Q Move-in cost. Did you examine that?

A And overhead.

Q And overhead. Did you examine that?

A Yes.

Q All right. What else did you examine? Now, anything that you examined I want you to tell us about.

A Well, that's about all ----

Q All right, sir.

A -- that I can think of.

Q Then from your examination of those items, do you have an opinion as to whether they were reasonable items and whether they were items of cost necessarily incurred by Mr. McDougall in the doing of this job?

A They were reasonable.

Q All right. Were they also items that were necessarily incurred in the doing of this job, in your opinion, Mr. Kayser?

A19 MR. PETERSON: I object to that question, your Honor, for the reason that there is no showing here by this witness that any of the items of cost that are claimed in this lawsuit relating to the Big Cut were necessary or that they were rightly incurred, or the manner in which they were incurred was correct, and that is what this question encompasses, -- the manner of doing the work, -- and the question, as it is given, would let the witness say that the manner of doing this job was the correct manner, and therefore the costs are the necessarily incurred costs, because the job was correctly done; and we take the position that the job was not correctly done.

Error

MR. BIGGS: May I, if the Court please, be heard on that?

THE COURT: I will overrule the objection. You may answer the question, if you have an opinion.

Will you read him the question?

(Last question read.)

A The ones that I received there were necessary for the job.

Q (By Mr. Biggs) They were necessary for the job?

A Yes.

Q Did you observe what the equipment ownership expense or maintenance expense, whatever that item is -- you may refer to it as equipment rental rate -- did you observe what that was on Mr. McDougall's books?

.20 A I don't know offhand just what it was.

Q It was a reasonable rate?

A Reasonable rate, yes.

Q Now, was Mr. Lammers the gentleman from your office who was out on the job collecting data from the job while it was going on -- that is, the time of equipment?

A Yes.

Q Did he actually reside out there, or did he just make inspection?

A He just made inspection.

Q Were the costs actually incurred on this job -- and, as you said, reasonably, necessarily incurred -- in excess of the State's estimated costs?

A Yes, they were in excess.

Q You stated that you were at Mr. McDougall's office in August, and you were there in September, -- is that correct -- '53?

A Yes.

Q Then when the job was finally completed, I believe, and accepted by the State, there was nothing left, I believe, but the surfacing and paving. Is that correct?

A Correct.

Q When you made your final check -- that is, in September when you were there -- there was nothing left to be done but the surfacing and paving. Is that correct?

A21

A Oh, let's see.

Q Well, what I want to get at, Mr. Kayser, -- and perhaps you can tell me -- is, after the job was over, did you then again review the costs to know what the actual costs were on the job when it was completed?

A Yes.

Q And that is what you were testifying to a moment ago when you said they were reasonable and necessarily incurred. Is that correct?

A Yes.

Q Those are the final costs on the job when they are all over?

A Yes.

MR. BIGGS: Thank you, Mr. Kayser. That's all, sir.

THE COURT: We will take a little recess at this time prior to cross examination.

Mr. Kayser, you may step down from the witness stand.

Ladies and gentlemen of the jury, you may retire to the jury room.

(Recess)

THE COURT: Mr. Kayser, will you resume the witness stand?

MR. PETERSON: No cross examination, your Honor.

THE COURT: You may step down from the witness stand.

(Witness excused.)

A22 MR. BIGGS: Call Mr. Peck.

MR. PETERSON: The record should show that we will call Mr. Kayser back at a later time.

THE COURT: Very well. You may reserve the right.

WYATT S. PECK was thereupon produced as a witness in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Your name is Wyatt S. Peck. Is that correct?

A Wyatt S. Peck.

Q And, for the record, that is W-y- ----

A W-y-a-t-t Peck.

Q And where do you live, Mr. Peck?

A In Portland, Oregon.

Q How long have you lived in Portland?

A Since the first of 1944.

Q Continuously since that time?

A Continuously.

Q Yes, sir. What is your occupation?

A I am Assistant Secretary-Treasurer of Natt McDougall Company, not an officer.

Q You are not an officer of the Company?

A No, sir.

A23 Q What is your principal duty, there, Mr. Peck?

A My principal duty is to keep all the records of the Company.

Q Have you had any experience working for a construction company other than McDougall Company?

A Yes, sir.

Q What other companies?

A I worked for A. D. Kern, who is now Kern & Kibbe, for five years as a timekeeper, and then became -- I took a job with Kern & Kibbe and Natt McDougall Company, who had a joint venture at Camp Adair in 1942, as timekeeper.

Q What was the nature of the work that they were engaged in doing down there?

A The Natt McDougall -- the joint venture?

Q Yes, sir.

A They were constructing the streets, roads, and sewers at Camp Adair.

Q That was during the war years?

A Yes, sir; and the training aids.

Q And the training aids?

A Training aids.

Q Yes. What is a training aid, Mr. Peck? What do you mean by that?

A They were various devices and sites for training the military for combat.

A24 Q Embankments and trenches?

A There were some embankments. It was various items that are pretty hard for me to explain because I wasn't out on the job.

Q Yes. But it did require construction work of some kind or another?

A It was all heavy construction work.

Q Yes, sir. That was '42 to ----

A That was in 1942. That was June, 1942, I took that job. And in September of that year the Natt McDougall Company put me to work as a paymaster at the Salem Air Base, where they were building the taxiways at the Salem Air Base.

Q I see.

A (Continuing) And in November I was moved to Camp Abbott, which is south of Bend, for a similar -- on a job that was similar to the Camp Adair job, and there I was paymaster until December, 1943.

Q That was still with Natt McDougall Company?

A Natt McDougall Company.

Q Yes, sir.

A (Continuing) And then they had me come to Portland to work -- help out in the Portland office -- and in May, 1944, the man who had been handling the records of the Company, Mr. Clow, retired, and they put me in his position.

A25

Q I see. When you were a timekeeper, when you were working as a timekeeper for construction companies, were you actually out on the jobs during that time?

A Yes, sir.

Q Yes, sir. Well, now, when you say that you kept the records of Natt McDougall Company, did you have assistants, too?

A Yes, sir.

Q And when Natt McDougall Company gets a contract, like, for instance, the Low Pass Section of the Siuslaw Highway, what, if any, special records are kept of the costs, expenditures, and credits on that job?

A Can I start back from the first?

Q Yes, sir; if you will. This is all rather new to me, so you may make it plain.

A We have, in the first place, a timekeeper or a paymaster on the job on any contract of any size who has the work of getting the time of the employees and the time the equipment operates, together with various other office duties,and forwarding that information to the Portland office. In addition to the time slips that are procured from the men, ----

Q By the way, are they daily time slips?

A They are daily time slips turned in each day.

Q I see. All right.

A26 A (Continuing) Of course, those time slips cover the wages of the men for the time they put in, and that is, of course, recorded on the payrolls, and the men are paid each week. The time that the equipment operates is recorded on these time slips by the operator of that equipment, and a running record is kept for that equipment for the month.

Q Now, does that identify the particular piece of equipment, -- that time slip on equipment?

A Yes, sir.

Q Each piece of equipment, then, that operates on the job has its time record actually working on the job by the timekeeper. Is that correct?

A By the operator of that equipment.

Q By the operator?

A In the case of a piece of equipment, such as a light plant, or some particular type that there would be no particular operator on, then it is up to the timekeeper to keep track of that time and turn it in.

Q Well, then, is that information recorded some place by you in a permanent record?

A Yes, sir.

Q And what record, what permanent record, is that kept in?

7 A The record of the time that the employees put in, of course, is on the payrolls.

A27

Q Yes, sir.

A (Continuing) But the time of the equipment operation is on what we call equipment rental, which is a name that we use for equipment ownership expense.

Q And that is recorded some place?

A That is recorded for each job.

Q Now, what about supplies that are actually consumed on the job -- gasoline, oil, or any of the other things that go into the job? How is that reported to you, and how is that recorded?

A Again, may I start back from the first with the purchase of the supplies?

Q Yes, if you will. Maybe you had better tell me the whole thing.

A We have a system of a purchase order being issued for any supplies that might be necessary. In all cases -- I mean in most cases -- those purchase orders are used and signed by someone in authority to make that purchase, and there are some cases where a purchase order is not used, where it is something done in a hurry and a purchase order would not be available, but in most cases that purchase order is made out, and on that purchase order ----

Q Now, excuse me. Made out by someone on the job, or in the office in Portland?

A No, on the job.

A28

Q On the job?

A In some cases they are made from the Portland office. If the purchase cannot be procured on the job and we would make the purchase in Portland we would sign the purchase order in Portland.

Q All right.

A (Continuing) On that purchase order is indicated what that particular item is to be used for. If it is to be used for repairs on a certain piece of equipment, it is indicated, and if it is for materials that are to go into the job permanently, it shows what item it is to be charged to. It goes into that item and remains permanently on the job. All materials do. I think you get an idea of the purchases.

Q Yes.

A (Continuing) Then the supplier furnishes us -- we request four copies of invoices so that we will have enough copies of the invoices to go around, because the Portland office needs an invoice. We keep an extra alphabetical file of invoices. They require one on the job, and sometimes the contracting person that we are doing the contract for asks for a copy of the paid invoice.

Q Like the State of Oregon, for instance, in this case?

A Sometimes they have requested paid invoices, in some

A29 instances.

Q All right.

A (Continuing) Those invoices -- we request that those be mailed to our main office at 324 Pittock Block. There the extensions and additions of the calculations on that invoice are checked first by one of my assistants.

Q Mr. Peck, when you say "extensions," do you mean the amounts?

A The amounts of those invoices ----

Q Of the items and prices?

A Just the extensions and the additions. I O. K. all prices on every purchase that is made for Natt McDougall Company, and have for quite a number of years.

Q All right, sir.

A (Continuing) The girl approves the extensions, the arithmetic, on the invoice. Then I O. K. the prices as to their being correct for the item that has been purchased.

They are sent out, then, with a duplicate to the job, and the superintendent then initials the invoice that he has received that item, that item or the item that is specified on the invoice. Sometimes he delegates the timekeeper to initial that invoice, but in most cases the superintendent O. K.s those invoices. They are then sent to the Portland office, and all invoices

A30

are approved by our general superintendent, Mr. R. E. McGary, -- every invoice, unless some slip through -- it might be a case of one or two that might not get his approval right at the time, but we see that he sees every invoice, and they go through the hands of four people before that supply is paid for.

Q All right. Now, suppose it has been checked by everyone along the line. What is done, then, when it is paid? How is it paid and how is the payment recorded?

A When we write the check to that supplier, he may have a dozen invoices listed on that check. Some of them may be for one job, like the Low Pass job, and some of them may be for another job. The charges for that are distributed to the item that they belong on. For instance, if it was for the Low Pass job and it was for pipe materials on a certain item, it would be listed, "Low Pass Section, materials," and then a code number showing that it belonged to a certain item in that contract, and was to be charged to that.

Q I see.

A (Continuing) And all those items are then listed that way. They are charged out. Then down below it shows "To accounts payable." On that voucher, on the one side of it, it has a copy of the check that has been written, and on the other side is the voucher that I just explained.

A31 Q Well, then, are those charges and credits permanently recorded in some book?

A Yes, sir.

Q And what is that book?

A I call it a voucher distribution record.

Q Is that with you in the courtroom?

A Yes, sir; it is.

Q Then do you maintain a ledger?

A Yes, sir.

Q And is the ledger different from what you have just told us is the distribution book?

A Again, may I explain the system?

Q Yes, sir.

A The charges -- for instance, we will take the Low Pass job, ----

Q All right.

A -- just for explanation. The Low Pass has a column in this voucher distribution record, and, in the first place, my assistant writes the amount of the check. If there are cash discounts, she shows that,--and that is a charge, then, against "Accounts payable." It is credited to the bank, the amount that we write the check for, and any discounts that are credited to that account, and on the other column over here is an "Accounts payable" column. She enters that on that record, so that "Accounts

132 payable" column is over here, and it must balance with this "Accounts payable" record shown in the voucher distribution. Then that voucher is taken by me, and I enter the "Accounts payable," the amounts of the accounts payable, in that column in the voucher distribution. Then I distribute those costs into the column that it belongs to.

Now, in the case of the Low Pass Section job, there was a column for that.

Q Well, now, I don't think any of us care about too much of the bookkeeping detail.

A All right.

Q (Continuing) I only wanted to know if there were permanent records in your office from which could be obtained the items that are charged against the job because of materials or labor or equipment or supplies or other charges that are properly paid to the job, costs incurred in doing the work, -- whether there is a record of that in your office, and whether there is a record, then, of the credits, the payments, that have been received by McDougall Company on account of that work. You have such records?

A I have such records.

Q Now, I will ask you to state if, from those records, you have prepared a summary taking off from those records the main items -- I mean classifying all of the expenditures into certain classes, the total of which would include the total of all of the costs and the total of the credits, or the total of the credit items would include the total of all of the credits that have been paid to you. Have you done that?

A I have done that.

Q Do you have that with you in court, Mr. Peck?

A I have this recap. showing the total figures; yes, sir.

MR. BIGGS: May I have that marked for identification, if the Court please?

(The document, here offered, entitled "Cost Analysis of Low Pass Section," was thereupon marked for identification PLAINTIFF'S EXHIBIT 58.)

Q (By Mr. Biggs) Is this Plaintiff's Exhibit 58 a recap. and a summary and total of all of the charge and credit items applicable to the Low Pass job?

A The first sheet is.

Q Pardon, sir?

A The first sheet is the entire cost.

Q I will ask you in more detail about it. It appears on the first sheet?

A Yes, sir.

A33

the main items -- I mean classifying all of the expenditures into certain classes, the total of which would include the total of all of the costs and the total of the credits, or the total of the credit items would include the total of all of the credits that have been paid to you. Have you done that?

A I have done that.

Q Do you have that with you in court, Mr. Peck?

A I have this recap. showing the total figures; yes, sir.

MR. BIGGS: May I have that marked for identification, if the Court please?

(The document, here offered, entitled "Cost Analysis of Low Pass Section," was thereupon marked for identification PLAINTIFF'S EXHIBIT 38.)

Q (By Mr. Biggs) Is this Plaintiff's Exhibit 38 a recap. and a summary and total of all of the charge and credit items applicable to the Low Pass job?

A The first sheet is.

Q Pardon, sir?

A The first sheet is the entire cost.

Q I will ask you in more detail about it. It appears on the first sheet?

A Yes, sir.

A34

Q All right. Then what does the second sheet purport to show, Mr. Peck?

A It purports to show the true costs on the Big Cut.

Q On just the Big Cut, alone?

A Yes, sir.

End C-4

P-5
k-22

Q Now did you maintain a cost account of just the Big Cut?

A I did not maintain such an account.

Q Would you tell me how you determined the costs, allocable just to the Big Cut?

A I personally made that cost analysis from the daily time slips of the workmen, and the invoices and all the records available.

Q All right. Do those original records, the time slips, show the stations on the job between which the work reported was performed?

A In the Big Cut, yes, sir.

Q And do they throughout the entire project?

A Not in every case.

Q But do they throughout the Big Cut?

A Yes, sir.

Q So you know from those time slips, the men and the hours they worked, between the stations embraced by the Big Cut, is that right?

A Yes, sir. I have the stations named on there.

Q Do the time slips show the particular time and the equipment which worked between those stations?

A Yes, sir.

Q Do they show the materials and supplies which were expended on the job while the work of the Big Cut was being done?

k-23 A The time slips do not.

Q I mean do you have some original slips from which that was determined?

A Yes, sir.

Q All right. The second sheet then of the exhibit marked for identification Plaintiff's Exhibit 58 is a recap of the costs and credits allocable to the Big Cut alone, is that correct?

A That is correct.

Q Yes, sir. Then what does the third sheet purport to show?

A The third sheet shows the difference between the Big Cut and the entire job, the balance of the job.

Q So that the cost analysis here in Exhibit 58 is really in three parts, and I will reverse the order you discussed them to see if I am correct. You divided the job into two parts for your cost analysis, the Big Cut and all the rest outside of the Big Cut, is that correct?

A That's right.

Q You have shown the costs and credits of the Big Cut alone on one sheet, the costs and credits of the balance of the job other than the Big Cut on another sheet, is that correct ?

A That's right.

Q And the costs and credits of the entire job on the

K-24 first sheet, is that correct?

A That's correct, sir.

Q Thank you.

MR. BIGGS: We offer this in evidence, if the Court please, inviting counsel to make any study at any time they care to, from the books and records which are in court. It is a thing I discussed with counsel but I presume this is the most expeditious way to present it.

MR. PETERSON: If the Court please, there are matters on this exhibit which I would like to be heard on, and to which I would have an objection. I would like to be heard on that, if I may.

THE COURT: Very well. Does the exhibit have a fourth page, Mr. Biggs?

MR. BIGGS: Yes, your Honor, excuse me.

Q (By Mr. Biggs) Is there a fourth page on the Exhibit 50?

A Yes, sir.

Q What does it show?

A It shows the credits to the Low Pass job.

Q That is all the payments that have been made by the State, and when they were made or what they consisted of, or all the credits for the job?

A It shows the credits by the State, and other credits that were credited to the job.

Q By "credit" we mean something that has been paid to k-25 McDougall Company on account of the Low Pass job?

A That is correct.

MR. BIGGS: Thank you. At this time, I will offer this in evidence to lay the basis for whatever discussion counsel has on it.

MR. PETERSON: I thought you had.

THE COURT: If you wish to be heard on it, I will give you the opportunity at this time. Ladies and gentlemen of the jury, you may be excused to the jury room.

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following occurred without the presence of the jury:)

MR. LINDAS: If the Court please, the matter to which we are objecting appears on the breakdown.

MR. BIGGS: Which page?

MR. LINDAS: As item D, on both pages, all pages.

THE COURT: The question of profit?

MR. LINDAS: Yes. Due to the fact that section 8-11, under which this action is brought, specifies that:

"The contract may be modified by the Engineer to provide for any increase or decrease of cost."

It is our contention that "costs" does not include profit.

MR. BIGGS: We contend, if the Court please, that it does include profit. Courts of claims have specifically

k-26

ruled in cases of this kind that an increase of costs is a reasonable item of overhead chargeable to the job. I think in one case they allowed 15 per cent, and in another case 10 per cent. Of course, Mr. McDougall has to follow up with his testimony that these are reasonable, and I will discuss with him the profit item. I think he has testified that 10 per cent was a reasonable profit.

MR. LINDAS: I think he was testifying to other jobs, not this job.

MR. BIGGS: In any event, I will cover that. Is there any reason why the whole exhibit should be rejected on that account when you can cross examine on it? This does not show a profit item was entered in the books, it is just to give the jury our calculations how this was reached.

THE COURT: My ruling at this time will be this: that on the basis of the cases which I have examined, the profit item has been allowed, so I will overrule your objection at this time and if I subsequently feel that this is improper, I can take care of the situation by simply instructing the jury that they may not consider an item of profit.

Now do you have any other objection to the exhibit?

MR. PETERSON: We have no other objection to the use of it

k-27

for the purposes of cross examination and an inquiry into the basis of it. We do not wish it to be considered as being put into evidence--

MR. BIGGS: This is a procedural thing we are talking about now, I think, whether this may be used in lieu of all of the records.

MR. PETERSON: That is correct, but we do not wish to admit this in evidence for all the facts which it purports to set up here.

MR. BIGGS: Well, just a moment. I spoke to you about that. Are you going to require every time slip we have here?

MR. PETERSON: No.

MR. BIGGS: Then if it is the best evidence rule you are objecting on--

MR. PETERSON: No, I don't mean to say that; I want the record to show clearly that we will not and are not conceding, by the placing of this in evidence, that a profit of $75,000 is correct.

MR. BIGGS: I understand that, and you can put on your own cost data and I am not going to require you to bring in every time slip you examined, but we are talking now about the method of presentation. We would be here for months if he has to examine every time slip. Anything on which you have a question will be available to you for inspection, and Mr. Peck will cooperate with

k-28

you to that end.

THE COURT: Very well. Exhibit 58 for identification will be received in evidence. I do not propose, however, to permit you to hand a copy of this to each of the jurors.

MR. BIGGS: I understood that was your Honor's ruling.

THE COURT: I think it would overemphasize it.

(The Court, counsel, and the reporter thereupon returned to the courtroom, where the following occurred in open court within the presence of the jury:)

(The document, so offered and received, being cost analysis of Low Pass Section, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 58.)

FURTHER DIRECT EXAMINATION

BY MR. BIGGS:

Q I will hand you now Exhibit 58, which has been admitted in evidence, and will ask you to refer to that in any further questions. Mr. Peck, have you put the main items of Exhibit 58 on the blackboard during last night's recess so they can be followed by the jury?

A Yes, sir, I have.

Q And are the figures that you have on the blackboard here, figures that are a recap even of this Exhibit 58?

A Yes, sir.

Q I will ask you to come down to the blackboard, if you will. Which is the easiest way to present this, to take the sections one at a time, other than the Big Cut, first?

A Either way.

Q Does it make any difference to you?

A No, sir.

Q If you will stand over there, please. Here is a pointer.

A I hardly think we need that, because each item is indicated with a letter.

Q So that you can follow it?

A Yes, I think so.

Q Let's discuss the accounting first on the entire job. On the blackboard you have shown that as the Low Pass Section, Siuslaw Highway, entire job. Does that correspond with the first page of your Exhibit 58?

A Yes, sir.

Q What does the item No. 1, "Total costs," represent?

A Item No. 1-A is broken down in two items. It shows the total amount that was shown in our ledger against the Low Pass job.

Q For thecosts of the Low Pass job?

A For the entire job.

k-30 Q So that we may get it in the record, what is that amount?

A $918,024.07.

Q What items is that made up of, Mr. Peck?

A That is made up of payroll taxes, insurance, payrolls-- which is the payment to labor--supplies, materials and--by the way, there is a difference between supplies and materials. Materials are items that go permanently into the job. Subs' estimates and equipment ownership expense.

MR. PETERSON: I didn't get that last.

A Subcontractors' estimates.

Q And what else?

A Equipment ownership expense.

Q In other words, as to subs estimates, do I understand that some of this work was subcontracted to another contractor?

A Yes, sir.

Q And what part of the job was that, Mr. Peck?

A I could not tell you unless I referred to it.

Q Were there any others than grading and surfacing?

A It was just the surfacing, except for the clearing which we had a contract on, with the Montgomery and Spencer Company.

Q To get that clear--Mr. McDougall subcontracted the

k-31

clearing and grubbing and so on, to another contractor who did it for a fixed price, is that correct?

A Yes, sir.

Q His contract price then was charged to you, and that was included in your costs on the job, is that correct?

A I would rather Mr. McDougall answered the question about that clearing proposition.

Q All right. Then the surfacing, the paving?

A That was the other subcontract work.

Q Those were the only two subcontracts on the job?

A As I recall, that is correct.

Q All right. Then what is the next item, item B? What is that item?

A That item is the equipment ownership expense, and is included in the first item, item 1-A.

Q What does equipment ownership expense include, Mr. Peck?

A May I refer to a note?

Q Yes, surely.

A I just want to be sure I give you everything.

Q Is that comparable to equipment rental that Mr. Kayser was talking about?

A If you want my personal opinion about that--my conclusions about it?

Q Well, I just want to know what it is.

A Well, they generally refer to it as equipment rental.

k-31

clearing and grubbing and so on, to another contractor who did it for a fixed price, is that correct?

A Yes, sir.

Q His contract price then was charged to you, and that was included in your costs on the job, is that correct?

A I would rather Mr. McDougall answered the question about that clearing proposition.

Q All right. Then the surfacing, the paving?

A That was the other subcontract work.

Q Those were the only two subcontracts on the job?

A As I recall, that is correct.

Q All right. Then what is the next item, item B? What is that item?

A That item is the equipment ownership expense, and is included in the first item, item 1-A.

Q What does equipment ownership expense include, Mr. Peck?

A May I refer to a note?

Q Yes, surely.

A I just want to be sure I give you everything.

Q Is that comparable to equipment rental that Mr. Kayser was talking about?

A If you want my personal opinion about that--my conclusions about it?

Q Well, I just want to know what it is.

A Well, they generally refer to it as equipment rental.

k-32

Q The State does?

A Yes.

Q All right, and you say that amount is $163,359.51. Does that represent the hourly rate charged to equipment that was used on the job?

A That's right.

Q All right, sir. Now you have deducted that item from the $918,000 total costs of the job, leaving $754,664.56, is that correct?

A That's right.

Q Why is that subtraction made at that point?

A Because the Natt McDougall Company is not in the habit of charging a profit on the expense of operating their equipment on a job.

Q All right, then your next item is item C. What is that?

A Item C is the overhead, and that figure was given to me in our office by Mr. McDougall, and that was the overhead for this job, the Low Pass job.

Q The percentage is 3.35 per cent?

A That was given to me to use.

Q And that was the item that was included in the bid on the job?

A Yes, sir.

Q That is applied then to the whole costs of the job, less the ownership equipment expense, is that correct?

k-33 A That is correct.

Q All right. Item C then represents overhead as being 3.35 per cent of $754,664.56, is that correct?

end P-5 A That's right.

C-6
A35

Q (By Mr. Biggs) That gives you, then, an item of -- you may read it.

A $25,281.28.

Q Yes. Then what is the next item, (D), Mr. Peck?

A The profit that was figured, that we should get on the Low Pass job. That figure, again, was given to me by the estimators as being used in figuring the Low Pass job.

Q And the amount of that is what?

A Is 10 per cent of $754,664.56, or $75,466.46.

Q Then what is Item (E)?

A Item (E) is the amount that they should have received for the work performed on that job, according to my calculations, and is $1,018,771.79.

Q I see. Now, what is Item 2?

MR. PETERSON: May I interrupt just a moment? I'm sorry, but I think that the witness' answer to that last question, where he testified regarding (E), the total amount, it says on the exhibit, -- "Total of Complete Job," -- and the witness volunteered the statement that it was the total amount that Mr. McDougall should have received. I move that part be stricken, your Honor.

MR. BIGGS: I have no objection to that.

THE COURT: I will sustain your objection and direct that it be stricken.

A36

Q (By Mr. Biggs) No. (E) is the total of the items that are charged on the job. Is that correct?

A Plus ----

Q 10 per cent profit?

A And overhead of 3.35.

Q And overhead of 3.35, and it produces the figure of $1,018,771.79. Is that correct?

A That is correct.

Q All right. Now, what is Item 2?

A Item 2 is the total credits to the Low Pass job.

Q And by "credits," you mean payments that actually have been made to Mr. McDougall on account of costs of the job. Is that correct?

A That is the total of the credits received for work performed in connection with the Low Pass Section job.

Q All right. Now, what are those total credits made up of?

A The total credits are made up of the estimate from the Oregon State Highway Department as shown on their final estimate No. 24, of $728,437.43.

Q Now, when you speak of the State Highway's final estimate, is that simply a term to show the final payment that was made to Mr. McDougall by the State on this case?

A That is right. It is called the final after they figure that the job is all completed.

Q And when the figures are all completed they use the word

A37

"estimate" or "payment" -- is that correct -- in this connection?

A Yes.

Q And $728,437.43 represents what the State has paid to Mr. McDougall?

A That's right.

Q On account of the work on this job. Now, (G) is other credits, and can you tell us what those other credits are?

A Yes, sir.

Q It is a total, I take it, of some other credits that you have listed in Exhibit 58, but room on the board didn't permit you to include them?

A Yes, sir. It is shown in this Exhibit 58 on the fourth page, and I will read them.

Q All right.

A (Continuing) This is a detail of the credits to the Low Pass Section, and includes the estimate as shown there of $728,437.43 as the first item. The next item we received from the Montgomery & Spencer Logging Company for timber which they logged, the saw logs that they took from the Low Pass job, of $7,000, and that was credited to the job.

Q When they did the clearing work, they were to turn the logs over to you. Is that correct?

A They took the logs, and paid us $7,000.

A33

Q All right. And that, then, is credited to the job as one of the items?

A Yes, sir.

Q What is the next item?

A The next item is a small amount for D8 tractor rental. The job rented a tractor to the Blachly-Lane County Co-op Electric Association for $67.50.

Q Then the next three items are insurance claims. Now, what are they?

A The reason that these are credited to the job is because ----

Q Now, wait a minute. Are you following the first page of Exhibit 58, or are you following the details ----

A The details of Item 2 (G), as shown here.

Q I see. All of that breakdown isn't on page 1?

A Not on page 1.

Q Would you follow page 1 of 58? Then we can recap if more detail is needed, but we won't get into so much detail that way.

A All right.

Q The other credits.

A Dooly & Company was for salvaging equipment which had been damaged to a great extent, and the insurance was paid to us, and the money to salvage that. The cost to have salvaged that equipment was originally charged to the job, because it was in connection with the job, A39 and when we received the money from the insurance company it was credited back to the job.

Q All right.

A (Continuing) Then the item to Guistina Brothers, -- we received $367.38 for saw logs. That is in addition to the saw logs from the Montgomery & Spencer Logging Company.

Q I see. Then all of those credits you have just talked about total under the heading on the blackboard, (G), other credits, the sum of $16,218.30. Is that correct?

A There is one other item, here, I don't think I read.

Q Very well, sir; if you will.

A We received $578.40 from the Oregon State Highway Department at the Eugene branch or station, whatever it was, -- division, or so forth, ----

Q Yes.

A -- for some D8 tractor rental, which was an emergency during the winter, that we did some work for them to clear some slides, I believe it was, and that was $578.40.

Q That at the time was charged to the job, and when they paid you for that rental you then credited the job with that. Is that correct?

A Yes, sir. The workmen and equipment was for the Low Pass job.

A40 Q Then have you now given us the items that make up the total of $16,218.30?

A I believe I have.

Q All right, sir. Then what is the amount of the total credits to the job, including the State and all of these other credits you are talking about?

A It is $744,655.73.

Q Then what does Item (I) -- what is it and what does it represent?

A Item (I) is the difference between Item (E) and Item (H) of $274,116.06 on the debit side.

Q Well, now, we don't all know ----

A The costs exceed -- in this case, including the overhead and profit, then the costs exceed the credits by this amount of $274,116.06.

Q All right. Now, that is for the entire job. That is the whole story of the credits and costs of the whole job. Is that correct?

A That's right.

THE COURT: May I interrupt at this time?

MR. BIGGS: Yes, your Honor.

THE COURT: You may step down from the witness stand.

THE WITNESS: Thank you, sir.

THE COURT: Ladies and gentlemen, it is time for the noon recess. You may be excused at this time until 1:30

A41 this afternoon.

I would like to see counsel just for a moment in Chambers.

(Thereupon, at 12:00 o'clock M., a recess was taken until 1:30 o'clock P. M. of this day, Friday, January 13, 1956.)

A42 AFTERNOON SESSION

1:40 o'clock P. M.

MR. BIGGS: Mr. Peck, will you resume the stand, please.

Q (By Mr. Biggs) I think you had finished discussing the items on the entire job, had you not, just at the conclusion of the morning session?

A I believe so.

Q And we were just ready to start on the Big Cut only?

A That is my recollection.

Q Yes, sir. All right. If you will turn, then, to page 2 of Exhibit 58, I will ask you if that is portrayed on the blackboard now immediately in front of the jury.

A Yes, sir.

Q And what does that represent, just generally?

A That represents a cost analysis that I made for the work performed in the Big Cut only on the Low Pass job.

Q And, for the record, again, do you have the stations, there, -- between Stations ----

A Between Station 77 plus 00 to Station 85 plus 55.

Q And, again, then, we will start right through this as we did with the other. What is the first heading on Exhibit 58? You may remain there, if you care to, and I can point out here, I think, with a pointer. What is the first heading on Exhibit 58?

A Total costs. This Item 3 -- I have it numbered 3 -- is

A43 total costs of the Big Cut.

Q And what is that made up of -- what items?

A That is made up of (A) and (B). (A) is the costs charged directly to the Big Cut.

Q And is that all of the costs charged directly to the Big Cut?

A That is the cost that is in the ledger in our books against that particular part of the job.

Q And the amount of it?

A $502,772.20.

Q Was the actual cost of excavating the Big Cut.

A Was excavating and hauling.

Q That is what I mean. All of the work in the Big Cut?

A All of the work in the Big Cut.

Q Then (B), again, is entitled "Equipment ownership expense," and it is included in (A). Is that correct?

A That is right, sir.

Q And what is the amount of that?

A That is $97,121.24.

Q And what have you done in your computations with that item?

A I have deducted that from Item (A) of $502,772.20, making an amount of $405,650.96.

Q For what purpose did you make that deduction?

A So that the overhead and profit could be arrived at and

A44

so that no profit would be charged -- would be included for rental of equipment or equipment ownership expense.

Q All right. Then what is Item (C)?

A Item (C) is overhead, 3.35 per cent of $405,650.96, or $13,589.30.

Q And that represents, again, the overhead figured at 3.35 of the costs less the equipment ownership expense on the Big Cut alone. Is that correct?

A It is the total cost less the amount -- the total amount less the equipment ownership expense, then taking 3.35 per cent of that.

Q All right. Then Item (D).

A Item (D) is profit of 10 per cent on that same amount of $405,650.96, which eliminates the equipment ownership expense, or an amount of $40,565.10.

Q All right. Now, then, what have you done with those two items, -- the overhead and the profit items?

A The total amount of the overhead and profit, the amounts -- the overhead and profit have been added to the cost charged directly to the Big Cut, and give an amount of $556,926.60.

Q Then what is 4 (H), Item 4 (H), as it appears on the board, or is that 4?

A That is 4 (H).

Q Yes, sir.

A45 A The amount shown on the blackboard there is $261,218.47.

Q And that represents, again, what?

A That represents the amount we received for the work in the Big Cut from the Oregon State Highway Department, and is taken from Items 4, 5, and 6.

Q And what are Items 4, 5, and 6?

A Item 4 is general excavation, unclassified, and amounts to 470,261.3 cubic yards at 45 cents per cubic yard, which is $211,617.59.

Q All right.

A (Continuing) Item 5 is the short overhaul.

Q Now, so that the jury will understand, you are giving, now, the breakdown of the total credits, which you didn't have room to place on the board. Is that correct?

A That's right.

Q But it does appear on Exhibit 58, which the jury will see when they retire to deliberate on the case?

A That's right, sir.

Q All right. Go ahead.

A (Continuing) This is a breakdown of the $261,218.47.

Q All right.

A I have given the excavation.

Q Yes, sir.

A Item 5 is the short overhaul, and there were 2,032,824.12 yard stations at .015, or 1-1/2 cents per yard station.

A46 MR. PETERSON: Mr. Biggs, may I interrupt? I am lost, here. Where is he reading from?

MR. BIGGS: He is reading from page 2 of Exhibit 58, giving the breakdown of the total credits of $261,000 -- he is telling what that $261,000 is made up of.

Q (By Mr. Biggs) Just very briefly, can you tell us what you mean by "short overhaul"?

A No, sir. I will have to have Mr. McDougall explain that.

Q All right. We will have Mr. McDougall explain that. What is the next item, then, that goes to make up this?

A Figuring this second item of the 2,082,824.12 yard stations at 1-1/2 cents is $31,242.36.

Item 6 is the long overhaul, and it consisted of 28,243.87 cubic yard stations at 65 cents per cubic yard station, making an amount of $18,358.52.

Q That makes a total of ----

A That makes the total as shown as Item 4 (H) there of $261,218.47.

Q And did all of the items, 4, 5, and 6, which you have just discussed, appear in those amounts and for those quantities in the State's final estimate that they paid to McDougall Company?

A They appear in the details which accompanied the estimate.

Q The State's final estimate?

A Yes, sir.

A47 Q These are on the basis of the State's own measurements?

A The engineer's figures that were furnished to us.

Q Yes. All right. Then what have you done with that figure of $261,218.47?

A We have deducted that from Item 3 (E) of $556,926.60, which gives ----

Q Which gives your (I) item?

A The (I) item, and the debits or charges exceed the credits by $295,708.13.

Q So that, very briefly, then, recapping that, this page 2 of Exhibit 58 is to show that the actual charges to the Big Cut, including an item for overhead and profit, exceeds the amount paid by the State by $295,708.13?

A That is right.

Q That is shown on your books, then, as the loss on the Big Cut. Is that correct?

A That amount is not shown on our books.

Q Oh, you didn't carry on your books ----

10 A I do not carry the overhead and profit in my books.

Q I see. I see. That goes in some other account?

A That would be a credit to the job, ----

Q Yes.

A -- and was the amount originally figured in the bidding of this particular job.

Q I see.

A48 A (Continuing) Mr. McDougall can go into that for you.

Q But on your analysis of the costs and the credits allocable to the Big Cut, you come up recapping with a figure of $556,926.60 as the costs allocable to it, and $261,218.47 as the credits, or payments, allocable to it?

A Yes, sir.

Q Leaving a net of $295,708.13, by which the costs exceed the credits. Is that correct?

A Yes.

Q That is on the Big Cut only?

A That is on the Big Cut only.

Q Now, did you make a cost analysis of the rest of the job other than the Big Cut, -- that is, separating the job into two main divisions, -- the Big Cut and the rest of the job?

A Yes, sir; that was very simple to do, because the Big Cut expense deducted from the total of the job gives you the balance of the job.

Q Now, is that found on page 3 of Exhibit 58?

A Yes, sir.

Q And are the figures which are now being shown to the jury on the blackboard entitled "Job -- Less Big Cut" figures which are taken from page 3 of Exhibit 58?

A Yes, sir; they are.

A49 Q Now, if you will just run down those for us. What is 5, your Item 5, as it appears in the exhibit on the blackboard?

A Item 5 consists of two -- a breakdown -- the Item 5 (A) is costs charged directly to the job. This is calculated the same as the previous pages that we went over.

Q Yes. Directly on the job other than the Big Cut?

A Other than the Big Cut.

11 Q That is what I wanted to make clear. All right. And what is that amount?

A That amount is $415,251.87.

Q And what is Item (B), then, again, -- 5 (B)?

A Equipment ownership expense that is included in (A).

Q All right. When you deduct that from (A), it leaves you what figure?

A It leaves you $349,013.60.

Q Then what is Item(C)?

A Item (C) is the overhead of 3.35 per cent of the $349,013.60.

Q Leaving you what figure?

A Giving you $11,691.96.

Q And what is Item (D)?

A Item (D) is the profit of 10 per cent of $349,013.60, or $34,901.36.

Q And what have you done with those last two items?

A I have added those to the costs charged directly to the

A49 Q Now, if you will just run down those for us. What is 5, your Item 5, as it appears in the exhibit on the blackboard?

A Item 5 consists of two -- a breakdown -- the Item 5 (A) is costs charged directly to the job. This is calculated the same as the previous pages that we went over.

Q Yes. Directly on the job other than the Big Cut?

A Other than the Big Cut.

11 Q That is what I wanted to make clear. All right. And what is that amount?

A That amount is $415,251.87.

Q And what is Item (B), then, again, -- 5 (B)?

A Equipment ownership expense that is included in (A).

Q All right. When you deduct that from (A), it leaves you what figure?

A It leaves you $349,013.60.

Q Then what is Item(C)?

A Item (C) is the overhead of 3.35 per cent of the $349,013.60.

Q Leaving you what figure?

A Giving you $11,691.96.

Q And what is Item (D)?

A Item (D) is the profit of 10 per cent of $349,013.60, or $34,901.36.

Q And what have you done with those last two items?

A I have added those to the costs charged directly to the

A50 job, giving a total of $401,845.19.

Q Total cost chargeable to the job less the Big Cut?

A That's right, sir.

Q All right, sir. Then what does the balance of the material -- is that a recap of the two statements? Total credits -- what is total credits?

A To arrive at the amount received for the balance of the job, I took the total amount received on the entire job from 2 (H), which was $744,655.73, which I should check with your other board, -- 2 (H). 2 (H) should be carried over.

Q The question was directed to Item (F), 2 (F).

A (F) and (G) are added.

Q No, excuse me, sir. I've got the wrong board. The question was directed to the blackboard entitled "Job -- Less Big Cut." Total credits, entire job, see2(H), and 2 (H) refers, again, then, to an item on the blackboard entitled "Entire Job." Is that correct?

A Yes, sir; total credits.

Q Which is on the first page of Exhibit 58?

A Yes, sir. That amount is $744,655.73.

Q All right, sir. Now, proceed.

A Then we deducted the credits to the Big Cut, which is shown on 4 (H). It is on the opposite side of your board, there, on the board that you are using, here.

A51 Q Over here?

A It is on the back of that board. Oh, that's all right. That would be on page 2 of the exhibit.

Q Yes, sir.

A Yes, sir.

Q And what is the amount of that?

A And deducting your 4 (H) from 2 (H), which is the total amount of the job, and deducting the credits to the Big Cut of $261,218.47, would give you the balance of the credits to the job less the Big Cut, or $483,437.26.

Q All right. And what is (I)?

A (I) is the total of the credits exceeding the costs by $21,592.07.

Q Then to recapitulate these three sheets, the entire job showed an excess in costs over credits by $274,116.06. Is that correct?

A Yes.

Q The job less the Big Cut showed a credit balance -- that is, the credits exceeded the costs by $21,592.07. Is that correct?

A That is correct.

Q All right. The Big Cut, itself, showed an excess of costs over credits by $295,000. Is that correct?

A Yes, sir; by $295,708.13.

Q All right. Then to produce this figure, have you

A52

deducted the credits, the amount by which the credits exceeded the costs on the balance of the job other than the Big Cut, from the loss on the Big Cut, itself, to arrive at the final figure of $274,000?

A That is correct.

Q Just to recapitulate on that, the job less the Big Cut produced $21,000 over and above costs -- $21,592.07. Is that correct?

A It did.

Q That was the job less the Big Cut. The Big Cut, itself, produced a loss of $295,708.13. Is that correct?

A That's right.

Q So, to arrive at the net loss on the whole job, you have deducted the $21,000 on the job less the Big Cut from the loss of the Big Cut, and come up to a net loss of $274,000 ----

A That's right.

Q -- some odd dollars. That detail is shown in the first three sheets of Exhibit 58. Is that correct?

A Yes, sir.

End
C-6

P-7
k-39

Q What is the fourth sheet of Exhibit 56, Mr. Peck?

A It is a detail of the credits to the Low Pass Section, the entire job.

Q And have they been covered in your testimony heretofore?

A Yes, they have. I explained them prior to that when we went over sheet number 1.

Q I see. All those details have been included in the other three sheets?

A Yes, sir, specifically on sheet 1.

Q Specifically on sheet 1?

A Yes, sir.

MR. BIGGS: Very well. I think you may cross-examine.

CROSS EXAMINATION

BY MR. PETERSON:

Q I understood that name to be Peck--P-e-c-k?

A That's right, sir.

Q Well, let's see, Mr. Peck. I think, Mr. Peck, that I would like to have a breakdown perhaps of the details to the extent of classification of the costs to Mr. McDougall as shown by your ledger. That is to say, under labor, the supervision and the labor insurance expense and materials, and then the equipment rental and miscellaneous supplies; the totals for those items as to Mr. McDougall's cost only. Do you have the data here so that you can give us that?

k-40

A We have that information here, yes, sir.

Q Will you be good enough to get it? I think I will ask you to write that.

MR. BIGGS: Do you want it for the whole job?

MR. PETERSON: The whole job.

(Document handed to witness.)

MR. BIGGS: Is that what he is asking for?

A I think this is what he is asking for.

Q (By Mr. Peterson) I am going to ask if you will be good enough to step down here, and we will put them on the board if we can.

A Mr. Peterson, could I have that question repeated?

Q Pardon?

A Your last question?

(Question read.)

Q It might be that I can clarify that a little. By reference to your ledger, would you put on the board up here--and I have for that purpose a black lead pencil.

A Pardon me, sir. I don't think this is what you are asking for. You want the combined amounts. I have my ledger here.

Q Very well.

A May I have my ledger?

(Colloquy between counsel.)

k-41

MR. PETERSON: I don't want to becloud this thing any more than necessary, your Honor. I will withdraw that last question for the time being.

Q (By Mr. Peterson) I will ask you, Mr. Peck, if you will be good enough to go through the bid items, and we will ask you concerning the bid items as follows, and I will give you the first one as an example.

MR. BIGGS: You had better get back on the stand, Mr. Peck, if you will.

(Witness resumes stand.)

Q (By Mr. Peterson) Now I am sorry to have to ask you to move down to the board again. I will ask you to write these down as you take these from your ledger sheet. I take it what you were looking for is a sheet from your ledger, is that right?

A This is a breakdown of the costs for each item. We do not show that in our ledger. We show it in our costs.

Q When I say the "costs" I am speaking of the costs without the 10 per cent added in there. That is what I am speaking of. We understand each other, do we?

A I think we do.

Q Let us see then what we have for item No. 1, on the proposal, which is called "Clearing and grubbing" in the first column headed "Total costs," if you will, please.

k-42

(Witness writing on board.)

Q Head the next column "Gross revenue".

A What is it?

Q "Gross revenue" or "Amount received".

A Gross credits?

Q No, just the amount received. That will be all right. Now in the third column, put down--now let us take the first item in your bid proposal showing or called clearing and grubbing. What is the total cost shown on your sheet for that?

A May I write it down and then call it out to you?

Q Yes, please.

A $65,322.26.

J.f.

Q And what was received for that?

A $90,000.00.

Q And the next item, "Structural"?

A Unclassified structural excavation?

Q Yes.

A You want these just in the same order we started out with, right down the line, is that the idea?

Q Yes.

A $9,480.77 is the total costs. Total amount received for that item is $9,935.60.

Q I might ask you, going back to that first item of clearing and grubbing, $59,196.77, what are included there as costs?

k-43

A What did you say, sir?

Q What are included there as your costs? You don't have to write it down.

A It would be any labor or equipment rental. I would have to go into the details to get that.

Q You don't have them on that sheet?

A I don't--yes, sir, I have that too. You have your direct costs.

Q As to the--just run across there and tell the jury on that first item of clearing and grubbing, what that item consists of, please.

A The total direct labor costs were $32,876.33, plus the general expense labor of $4,688.49. The service and repair labor, $3,713.86. That is the total labor that was used on that job. Then your supplies used directly on this $5,337.60. Your miscellaneous general expense on that item was $4,788.25. Your service and repair expense, $3,112.60. Then the equipment ownership expense was directly $7,470.34.

Q What do you mean by "directly", Mr. Peck?

A Directly used in clearing and grubbing, equipment used in that particular item.

Q All right.

A Overhead of equipment ownership expense, or rather general expense, $988.32. Your service and repair equipment

k-44

ownership expense, $172.66. Then there was $930.91 worth of gasoline used, and $1,242.90 worth of diesel used. Those figures I have just recited make a total of $65,322.26.

Q The amount of the [illegible] is not reflected in [illegible] compensation check, is it, Mr. Peck?

A No, sir, that is [illegible].

MR. PETERSON: May I have just a moment to confer, your Honor.

THE COURT: Yes.

(Counsel conferring.)

Q (By Mr. Peterson) Let me ask you this, Mr. Peck. Perhaps we can shorten this up just a little bit to the advantage of everybody concerned. Let us look at Exhibit 58. Do you have it with you, sir?

A Yes, sir. I have it right here.

Q Will you look at page 1 for a moment?

A Yes, sir.

Q And we will refer to item 1-A. I will point to item 1-A here on the first sheet. This is the item of $918,024.07. I believe you said this was the costs charged directly to the entire job.

A Yes, sir.

Q Yes. Does that include, Mr. Peck, if you know, the items that are included in the paving that was sublet to another contractor?

A Yes, sir. That is included in there.

Q That is included in there?

A Yes.

Q Then do you know what that amount is, what the amount of

k-35

that subcontract was?

A I can tell you if you will allow me to look at the ledger.

Q Yes, just go ahead, any of your material that you need.

MR. BIGGS: I will hand it to him.

(Ledger handed to witness.)

A Our total cost to the J. C. Compton Company, who were the subcontractors on paving, was $145,482.75, and that is included in this 918,000-odd dollars.

Q Would you give me that again?

A $145,482.75.

Q And that represents--and I will write it on the board--the amount of the paving contract, to the subcontractor Compton?

A The subcontractor, Compton, who did the paving. Yes, sir.

Q I will just write "Compton" on there. Now that $145,000 is included in this $918,000, is that correct?

A Yes.

Q We understand each other on that then. Would there be any additional ownership expense deduction as to the $145,000, such as you applied to the $918,000?

A No, sir. There would not.

Q Why wouldn't there be, if you know?

A Not our equipment ownership expense. No, sir.

Q The Natt McDougall Company did not do the work?

k-36

A No, sir. That's right.

Q What did you start to say?

A I was going to say this was the amount paid Compton Company for the work performed.

Q State if you know whether that amount paid to them was based upon a contract between the Natt McDougall Company and the Compton Company.

A Yes, sir, we had a contract between us.

Q Then the overhead, the 3.35 per cent overhead charge on equipment that you have on page 1 of Exhibit 56-- the item is "1-C" and it is 3.35 per cent. Are you charging also 3.35 per cent for overhead equipment on this $145,000?

MR. BIGGS: Mr. Peterson, I believe you are unintentionally misstating.

MR. PETERSON: If I am, I should be corrected, of course.

MR. BIGGS: You said "overhead equipment" and there is no overhead on equipment. I think you are confusing the two items.

MR. PETERSON: You are right. I will ask the question over again and ask the reporter to strike the last question.

Q (By Mr. Peterson) Does the computation on Exhibit 56, page 1-A, include a 3.35 per cent overhead on the Compton job?

A Yes, sir.

k-37

Q It does. In other words, there is a 3.35 per cent charge against this $145,000 included in the $918,000, is that right?

A Yes, sir, it is included in item "C" on that amount.

Q Now we are looking at the same exhibit, number 58, Mr. Peck. We will look down to item 1-D, on page 1 of Exhibit 58, and I will ask you if the ten per cent profit that is computed there against the figures on the face of that sheet--does that include a ten per cent profit on the moneys that were paid to Compton, who did the work?

A Yes, sir.

Q It does. So then would you be good enough--would it be a lot of trouble for you to tell us how much that would be? Would it be much of a job--you could do it easier than I, perhaps.

A All right.

Q Let us take first the 3.35 per cent of the $145,482.75.

A Do you want this figured right out to the penny?

Q No, excuse me, Mr. Peck. Round figures will be adequate for our purpose.

A All right. (Witness computing.) Your 3.35 per cent of that amount would be approximately, in round numbers, $5,091.80. And the 10 per cent of course is easy to figure. That is $14,548.

k-38

Q I will try to add those together, the figures you just gave, and I make them out as $19,639.80. Do I have it somewhere near correct?

A That is the same amount that I have.

Q Yes. Then the $19,639.80, in just round figures, that would the overhead and the profit on the subcontracting job that was let to Mr. Compton, is that right?

A That would be true.

Q Yes. You have computed that in the amount of money that is shown on this exhibit here?

A Yes.

Q This $918,000?

A Yes.

Q Who instructed you to do that, sir?

A Mr. McDougall gave me the figures to use, as the figures used in computing this bid.

end
P-7

C-8
A53

Q (By Mr. Peterson) Now, we will refer again to Exhibit 58, Mr. Peck, and of that exhibit it will be Sheet 2 that I would like to talk about for just a moment, and I will ask you that if the total costs that are reflected there in Item 3 (A) of $502,772.20 -- I will ask you if that is the cost setup for all of the excavation in the Big Cut.

A That is set up for the stations that I gave you between Station 77 plus 00 to Station 85 plus 55.

Q There is not any paving job of Mr. Compton's included in that figure, is there?

A Oh, no, sir.

Q No. Well, now, then, as I understand you, this $502,772.20 is for all of the excavation between those two stations you just mentioned?

A It is for the excavation and haul.

Q Excavation and haul?

A Yes, sir.

Q And do you have any data at your disposal that would tell the jury what the bid amount was on those items?

A I would have to have Mr. McDougall -- any bidding items you will have to ask Mr. McDougall about. I am only a bookkeeper.

Q Yes, that's right. ----

MR. BIGGS: There is the bid items, Mr. Peterson.

A54 Q (By Mr. Peterson) (Continuing) Do you know what per cent profit shows in your books or in this exhibit, if it does, on the excavation outside of the Big Cut?

A May I have that repeated?

Q Yes. On all of the excavation outside of the Big Cut, what per cent profit was made on that? Do you know?

A I wouldn't know that separately, no, sir, because I did not make that computation.

Q You have set up in your Exhibit 58 a profit of 10 per cent, and I just thought it would be helpful to know what profit was actually earned on the excavation outside of the Big Cut. You don't know that?

A I could arrive at that figure from the records that I have in the courtroom, but it would take some time to figure it. It would take a little bit to figure it, but I could give you that figure.

Q Well, could you have that figure here for us on Monday?

A Yes, sir.

Q That would be more convenient to you, would it not?

A Yes, sir.

MR. BIGGS: Do you understand, now, exactly what is wanted, Mr. Peck?

THE WITNESS: May I repeat what I think he wants?

12 MR. BIGGS: Yes, if the Court please, or have the court reporter read it.

A55 THE COURT: Well, for the sake of clarity, you may state to Mr. Peterson what you think it is he wants, and if it isn't correct, he may correct you.

THE WITNESS: You wish to know the costs of the excavation items, the items that we have used in the Big Cut -- that is, the haul and excavation items -- you want to know what it was on the balance of the job, the cost of those items?

MR. PETERSON: May I restate it? Perhaps I was clumsy in doing it -- undoubtedly, I was.

THE WITNESS: All right, sir.

MR. PETERSON: I would like to know what per cent profit was shown by your books on the total excavation outside the Big Cut, -- to put it more definitely, outside of the Station 77 plus 00 to 85 plus 55.

THE WITNESS: I merely misunderstood you.

MR. PETERSON: Yes.

THE WITNESS: You want to know the profit and not the cost.

MR. PETERSON: The per cent profit.

THE WITNESS: The percentage of profit instead of the cost.

MR. PETERSON: And how you arrived at it, of course, so we can examine it.

THE WITNESS: Yes, sir. I can give that to you Monday or later this afternoon if I had a little time to work on it.

Q (By Mr. Peterson) And did you have a breakdown of costs

A58 within the Big Cut, -- referring to page 2 of your Exhibit 58? Do you have that data available?

A Yes, sir.

Q Would you produce it for us, please?

A We have a copy of the costs on the Big Cut, there.

(Discussion off the record.)

Q (By Mr. Peterson) Mr. Peck, I am not certain -- I don't believe this is what I really want. Do you have any records showing how many yards in the Big Cut you had to drill and blast by cost?

A No, sir. I do not. I think that that would be quite impossible -- to say how many cubic yards were drilled and blasted from my own observation, but I don't know anything about that.

Q Well, you have given a figure here -- let's look at our reference sheet, and the second item on that is entitled "Drilling and blasting," and over at the right-hand column on the far end of the sheet you have a total figure there of $153,428.99.

A Repeat that figure. Oh, I see it now. O. K.

Q Now, does that figure represent the drilling and blasting cost for all of the rock within those two stations we mentioned a moment ago?

A Yes, sir. That is what that cost is.

Q And the unit cost for that blasting, as shown on the

A57
[illegible]

sheet we are looking at together, is .3263. Is that right?

A That's right, sir.

Q And to what does that apply? Do you know?

A That .3263 applies per cubic yard.

Q Does that apply to cubic yardage in the cut, or does it apply to drilling and blasting in the cut?

A It applies to total yardage in the cut.

Q Does that, then, mean that the total yardage in the cut had to be drilled and blasted?

A No, sir.

Q Does that, then, mean that the 32-1/2-plus cents is what is the cost of blasting all the material in the cut?

A Yes, sir. That is the cost of blasting the material that was necessary to blast within the Big Cut.

MR. PETERSON: I think, your Honor, -- I am sorry for the delay, but I think that that will be all that I have from this witness at the moment. If he can bring that other in at the first of the week, if that is agreeable with the Court, we can have him back at that time.

MR. BIGGS: What is this, now, Mr. Peterson?

MR. McDOUGALL: I can give it to you in two minutes, if you want.

MR. BIGGS: I didn't hear your request.

MR. PETERSON: I merely mentioned that that was all that I

A58

would ask this witness until he came back to the stand with that information that we wanted.

MR. BIGGS: Now, what information is it, again, that isn't reflected here? I don't mean to be non-cooperative with counsel, but the witness is here and all the figures.

THE COURT: Well, do you understand the information that Mr. Peterson wants you to obtain?

THE WITNESS: He wants to know the profit, I believe, -- I think I understand, sir.

THE COURT: All right.

MR. BIGGS: I am perfectly willing that we take a recess, if the Court please, at this time. Perhaps he can get that information here in the next 20 or 30 minutes. It seems to me that we ought to go ahead with the cross examination.

THE COURT: Could you indicate to the Court approximately how long it would take you to make that computation?

A I don't think it would take over 30 minutes to get the information.

MR. BIGGS: If counsel has anyone that he wants to put to work on it, they can come in and help Mr. Peck and satisfy themselves about it, but the idea of just protracting the thing until the information is dug up when it is available to them, it seems to me, is not ----

MR. PETERSON: Well, I am perfectly willing -- I am not trying would ask this witness until he came back to the stand with that information that we wanted.

MR. BIGGS: Now, what information is it, again, that isn't reflected here? I don't mean to be non-cooperative with counsel, but the witness is here and all the figures.

THE COURT: Well, do you understand the information that Mr. Peterson wants you to obtain?

THE WITNESS: He wants to know the profit, I believe, -- I think I understand, sir.

THE COURT: All right.

MR. BIGGS: I am perfectly willing that we take a recess, if the Court please, at this time. Perhaps he can get that information here in the next 20 or 30 minutes. It seems to me that we ought to go ahead with the cross examination.

THE COURT: Could you indicate to the Court approximately how long it would take you to make that computation?

A I don't think it would take over 30 minutes to get the information.

MR. BIGGS: If counsel has anyone that he wants to put to work on it, they can come in and help Mr. Peck and satisfy themselves about it, but the idea of just protracting the thing until the information is dug up when it is available to them, it seems to me, is not ----

MR. PETERSON: Well, I am perfectly willing -- I am not trying

A59

to protract the thing.

MR. BIGGS: Mr. Kayser is here, and perhaps Mr. Kayser and Mr. Peck, together, can get the material together within just a few minutes, within just a normal recess time.

MR. PETERSON: That is perfectly agreeable with me.

THE COURT: You have no further cross examination at this time except on this point?

MR. PETERSON: Except just depending on that.

THE COURT: Yes, I understand.

And do you wish to conduct a redirect examination of this witness, or would you rather wait?

MR. BIGGS: I would rather wait until he has completed his cross.

THE COURT: All right.

You may step down, then, at this time, Mr. Peck.

(Witness withdrawn)

MR. BIGGS: Are we going to take a recess?

THE COURT: No, we will continue and Mr. Peck can obtain the information he wants while we are taking the testimony of other witnesses.

MR. BIGGS: We will go ahead with other witnesses?

THE COURT: Yes.

MR. BIGGS: Mr. McDougall, will you take the stand?

May we have just a minute here? I wanted to see about some other information.

A59 to protract the thing.

MR. BIGGS: Mr. Kayser is here, and perhaps Mr. Kayser and Mr. Peck, together, can get the material together within just a few minutes, within just a normal recess time.

MR. PETERSON: That is perfectly agreeable with me.

THE COURT: You have no further cross examination at this time except on this point?

MR. PETERSON: Except just depending on that.

THE COURT: Yes, I understand.

And do you wish to conduct a redirect examination of this witness, or would you rather wait?

MR. BIGGS: I would rather wait until he has completed his cross.

THE COURT: All right.

You may step down, then, at this time, Mr. Peck.

(Witness withdrawn)

MR. BIGGS: Are we going to take a recess?

THE COURT: No, we will continue and Mr. Peck can obtain the information he wants while we are taking the testimony of other witnesses.

MR. BIGGS: We will go ahead with other witnesses?

THE COURT: Yes.

MR. BIGGS: Mr. McDougall, will you take the stand?

May we have just a minute here? I wanted to see about some other information.

A60 THE COURT: Yes.

MR. BIGGS: May we have just a few minutes? I think if the Court could let us have a brief recess at this time, it might expedite it.

THE COURT: Very well. We will recess at this time, ladies and gentlemen, and the jury will retire to the jury room.

(Recess)

End
C-8

P-9
k-45

WYATT S. PECK, a witness produced in behalf of the plaintiff, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

CROSS EXAMINATION (Cont.)

BY MR. PETERSON:

Q Mr. Peck, prior to the recess we asked you to provide us with the per cent profit made, as shown by your books, on the job of excavating outside of the Big Cut. What percentage did you compute it, sir?

A If this is what you want, and I think it is, it is 2.3 per cent.

Q It is 2.3 per cent?

A Yes, sir, of the cost. That includes the excavation, the same three items that are concerned in the Big Cut.

MR. PETERSON: Thank you, that is all.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q That is just the excavation alone, is it? It does not include the other items in the contract?

A No, sir, just the same items as are concerned in the Big Cut, namely, items 4, 5 and 6.

Q Yes. The excavation includes the excavation and hauling, is that correct?

A Yes, sir.

MR. BIGGS: Thank you. That is all.

K-46

(Witness excused.)

JACK McDOUGALL was thereupon recalled as a witness in behalf of the plaintiff, and having been previously sworn, testified further as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Mr. Peck said he thought you should explain the items of long and short overhaul, and I believe the jury should know what those items are. If you will explain, Mr. McDougall, please.

A Under the Oregon State Highway Commission contracts, the items of short overhaul and long overhaul are paid to the contractors who perform the work in exact accordance with the distance that excavation materials are hauled. Now item 4 of this contract provided for a price for unclassified excavation to be hauled only only up to what is known as the free-haul limit, which in this case I believe was 600 feet. Item 5 is a unit of measurement called "short overhaul" and it is paid for on the basis of hauling one cubic yard of material one station, or 100 feet. Hauling a cubic yard of material 100 feet; and that unit is paid for from the free-haul limit of 600 feet to, I believe, 1200 feet. Beyond 1200 feet, item 6, long overhaul, is paid for on the basis of "C"

k-47

yard stations. That means 100 hundred cubic yards hauled one station or 100 feet. Now I am not going to try to bore the jury with all the details, but I think--

Q (Interposing) No, I just wanted to ask this. When you referred to items 4, 5 and 6, they appear on page 2 of Exhibit 56, is that correct?

A That is correct.

Q And they do not appear on the blackboard here, is that correct?

A That is correct.

Q Yes. They were details of the item of total credits, is that right?

A Yes. I think it is on the back of the other board there, if I may come down here. Yes, here. (Indicating)

Q So you have just been referring to items 4, 5 and 6 appearing on page 2 of the exhibit as detail of the other credits, is that correct?

A The items you are referring to are bid items; they are not the items marked on the blackboard.

Q Yes.

A Bid items 4, 5 and 6 comprise the work units that total item 4-H on that bid there.

Q Those are the details of item 4-H?

A Yes, sir.

K-46

Q Counsel asked Mr. Peck what the book showed the drilling and blasting costs to be, and Mr. Peck gave that testimony. Do drilling and blasting costs comprise the total cost of excavating rock, Mr. McDougall?

A Oh, no. You have to load it.

Q How is it loaded? After drilling and blasting, what other things are done in excavating rock?

A You have to load it into hauling units.

Q How is that done?

A We did it in the case of the Low Pass job with two 2½ yard power shovels.

Q All right.

A The material is then hauled to embankment and it is dumped and spread in layers, specified layers. Now obviously, the solid rock in the Big Cut could not be compacted but it still had to be spread in layers, so there is the expense of operating bulldozers, dump men and so on, all of which was included in our excavation cost because we were not paid for embankment work except on the basis of excavation.

Q So when you are dealing with excavating rock, those additional costs go into the excavation of rock in greater sums than would be the case with excavation by graders and scrapers and so on?

A Yes, in the laying and spreading.

k-49

Q Now, Mr. McDougall, what were the reasonable costs of actually doing the work, eliminating for the moment the item of profit, that was done on the Big Cut? Is it the figure as shown here less the $75,000?

A You are pointing now to the sheet representing the entire job?

Q Page 1 of the entire job.

A And you want to know what?

Q The actual costs including equipment ownership expense and the overhead of 3.35 per cent.

A And leaving out the profit item?

Q Yes, for the moment.

A Well, it would be $1,018,771.79 less the profit item of $75,466.46.

Q And would that sum be the reasonable actual cost of doing the job?

A You mean to the contractor?

Q Yes.

A Yes, it would.

Q Now what is a reasonable profit--and by "reasonable" I mean the profit that is reasonably charged by the ordinarily prudent, careful contractor, in doing work of this kind and in this State?

A On the entire job?

Q Yes.

K-50 A On a completed contract?

Q Yes.

A Ten per cent, in my judgment.

Q All right. Would you say then that the actual costs plus an item of 10 per cent on the costs, excluding equipment ownership, was the reasonable cost and is the reasonable cost of doing that job?

A I would.

Q So your answer is that $1,01[illegible],771.79 was the reasonable cost including an item of 10 per cent.

A It would be the reasonable cost to the State.

Q Yes. Now what would have been the reasonable costs of doing the work on the whole job if you had not encountered rock in the Big Cut?

A If we had not encountered rock in the Big Cut?

Q But including the 10 per cent.

A I think the reasonable cost to the State would have been the figure shown below, $744,695.73, the total credits to the job.

Q Which would be your actual costs plus 10 per cent profit on all of the items except equipment ownership, is that correct?

A That is correct.

Q State, if you will, whether the work performed on this project was performed by you according to the standards, k-51 standard methods and techniques employed by reasonably careful and prudent contractors in the State of Oregon.

A It was. In my opinion we did everything possible to hold our costs to the lowest possible minimum, everything within our power.

Q When you filed the original complaint in this case, had you then completed the job in its entirety?

A No, we had not. We filed the complaint on April 15, 1954, and did not complete the job until July.

Q Was the work of the Big Cut done in its entirety at that time?

A On April 15, 1954, the Big Cut was excavated but it had not yet been paved.

Q But the work was completed by you?

A We still did a little finishing in May, final finishing.

Q At the time the complaint was filed had the State made its final estimate of the cost and had it made payment for the job, the amount of payment that admittedly was due for doing the job?

A No, they still paid us monthly estimates after that, and also they withheld a sum specified by the contract as retained percentage until the completion of the contract.

Q Your original demand was in the amount of 295,000 and some odd dollars, is that correct?

A Yes.

R-52

Q The demand in the amended complaint is $274,116.06. Why that reduction, Mr. McDougall?

A Because at the time we filed the complaint, the estimates on which our costs were based were not complete. The engineers only turn in monthly estimates of progress that are not necessarily completely accurate; they are usually in round numbers and so on. Also there were certain pending credits to the job in the form of some insurance claims that Mr. Peck mentioned, that had not been settled. But when the final figures were in, the total costs exceeded the total credits by the amount of $274,116.06, which is $21,592.07 less than the figure originally used in the first complaint filed April 15.

Q So that the demand of $274,116.06 is now the difference between the actual cost of doing the job and the cost that you would reasonably incur in doing the job if you had not encountered the conditions in the Big Cut, is that correct?

A That is correct. It is figured exactly the same way, the same percentage of overhead and profit are used.

(Counsel conferring.)

Q (By Mr. Biggs) Counsel asked Mr. Peck about the profit, the item of profit on the subcontractor's work by the Compton Company. State what the basis for the profit charge is on the subcontractor's work, Mr. McDougall.

k-53

A Well, the total figure of 10 and 3.35 per cent that we have used in this complaint for overhead and profit was taken from our original bid figure. That is what we intended and expected to make on the contract when we submitted the bid if we were the successful bidder. That was on the entire contract, including such portions of it as we might sublet.

Q Yes.

A There is a notation in our file, in our bid file; it is a figure that we commonly run out to see where we stand, and it reads 13.35 per cent. Then below that, it says "Our work 16.21 per cent." In other words, the total amount of money that we had figured in the bid for general overhead and profit was 16.21 per cent on our work, not including the sub price that we got from the J. C. Compton Company. But with the Compton subcontract in there, it was reduced to 13.35 per cent.

Q When was the grading and surfacing actually done with relationship to the rest of the work, Mr. McDougall?

A It was done close to the end of the job.

Q State whether or not any of your expense continued at all on the job, even though you had completed all of the grading, during the time the surfacing was done.

A That is what I wanted to explain. We have to have a profit on work done by subcontractors, when our expense

k-54

still continues. Now in the case of this particular subcontract, we had work to do after the paving was completed, such as putting in sight posts and so on. We had the final clean-up to do. We maintained our job office, with its overhead expense, and kept a superintendent there to make the final detour connections and so on. The actual paving doesn't take very long, and while the subcontract for paving sounds like it, or does run into a lot of money--$145,000--the time it takes to actually pave the 2.54 miles could not be very long.

Q The big items are materials and supplies?

A Yes.

Q Who had the ultimate responsibility for the performance of that part of the contract?

A We had the responsibility for the performance of the entire contract. If the Compton Company had not completed their subcontract, we would have been required to do so. I don't mean to make any inference on the Compton Company, because they are a high-caliber company.

Q That's right. But that was your responsibility?

A That's right.

Q Until that work was completed, was any portion of the money even on the bid price withheld from you for work you had done on the contract?

k-55 A No, the retained percentage was reduced to the minimum allowed by the contract, even prior to the paving, but I think the specifications were clear on that point. However, there was a sizable retained percentage or sum of money retained until it was paved and accepted. We couldn't get the balance of that money until it was paved and accepted, so of course we were out the use of that, as well as the interest on the money.

MR. BIGGS: I think that is all.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. McDougall, what was the nature of your contract with J. C. Compton?

A We sublet to the Compton Company the crushing and paving items.

Q That included what bid items?

A Items 21, 22, 23, 24, 25, 26, 27, 30, 31, 32; and $1,354.30 worth of excess crushed rock that was purchased under price agreement No. 6. Really ten items, and the State ordered a little extra rock crushed.

Q Who bid those items?

A Who bid those items?

Q Yes, sir.

A You mean for us? The Compton Company bid them to us, and we bid them to the State.

k-56

Q So what you bid to the State was what the Compton Company bid to you?

A On the items. But we had a profit on the items.

Q Just answer the question.

A But that is not a complete answer.

Q The answer is that Compton bid them to you and you bid them to the State?

A That's correct, on those items.

Q Yes, on those items. Now, sir, if this job was completed normally and these items had been subbed to Compton, would your books show a profit on those particular items?

A Not on the items directly, but on account of the way we bid the job, there was a profit on those items put in the clearing bid.

Q Now if Mr. Compton makes a profit on this job, he retains that profit, does he not?

A Yes, that's right.

Q And if he loses on the job, of course he has lost that?

A That is correct.

Q So you are now coming in and asking this jury to give you 10 per cent on the bid regardless of whether he makes a profit on that part--whether he makes a profit or whether he loses.

A That's right.

k-57 MR. LINDAS: We have no further questions, your Honor.

MR. BIGGS: That is all, your Honor.

(Witness excused.)

MR. BIGGS: Plaintiff rests, if the Court please.

MR. PETERSON: If the Court please, we have a motion to present to the Court.

THE COURT: Ladies and gentlemen of the jury, I am going to excuse you at this time for the balance of the day. I would like to call your attention tonight, as you leave for the week end, to the instructions that I have given you each time we recessed for the day.

end P-9 (Further admonition to the jurors by the Court.)

C-10
A61

(Thereupon the Court, counsel, and the reporter retired to Chambers, where the following occurred without the presence of the jury:)

MR. LINDAS: If the Court please, the defendant in this case is going to move for a judgment of involuntary nonsuit based on the following grounds and for the following reasons:

(1) That under the terms of the contract in this case, Section 5-9, "Notice by Contractors," it is specified that, "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

This action, as the Court knows, is brought under Section 8-11, entitled, "Changed Conditions." That section reads: "Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions

A62 of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed."

Now, the testimony in this case by the plaintiff, himself, shows that in the month of January and the month of February of 1953 they were drilling and blasting in the summit cut. Further, the only evidence in this case of notice was a written notice delivered to the engineer in August of 1953. The testimony of Mr. McDougall concerning purported negotiations during the month of May was his own recollection, and disputed by the Witness Kayser, based on the diary, showing that the time the costs were secured from his office was on the 4th of August, 1953. That is No. 1.

(2) It is contended by the defendant that the material encountered was not of an unknown or an unusual nature. The evidence in this case as presented by the plaintiff has shown that the material that he observed prior to the bidding on this job on the summit cut of the old road was sandstone and shale. The log introduced into evidence in this case also indicates alternate layers of sandstone and shale.

A63 The testimony of the plaintiff also shows that the material encountered in the Big Cut was of sandstone and shale, and, further, plaintiff's witness, General Walsh, has testified that the tilt of the sandstone and shale at the summit of the big cut on the old road was of the same tilt as the tilt of the sandstone and shale found in the Big Cut. Further, the plaintiff has testified he expected to encounter rock in the Big Cut to the extent of some 115,000 yards. It is our contention that what he encountered was not of an unknown and unusual nature. In fact, what he encountered was what he expected to encounter, except that he had misjudged the amount of rock he expected to shoot, thinking he could rip it.

An unusual and unknown condition does not refer to the difficulty of removing the material. I think the intention of the contract, in so far as this particular section is concerned, has to do with something other than a misjudgment of the amount of rock he expected to find in the Big Cut. Whether it was more rock or less rock or more tilted or harder to remove is a hazard of the business in which he is engaged, and that is in line with the holding of the case of Inland Construction Company v. Pendleton, reported in 116 Or.

A64

To give an example of what I feel and what we contend would be an unusual condition would be similar to the Tecolote Tunnel job in Southern California, where a tunnel was being driven through the earth, and they ran into a fast-flowing stream of boiling-hot water, but in this case he expected to find rock. He did, in fact, find rock, and the rock that he did find was of the same kind as the rock on the cut of the old road. Everything shows that sandstone and shale was expected and sandstone and shale was encountered.

(3) The plans and profile in this case cannot be used for the classification of material. This was an unclassified job, and by that we mean that the excavation was to be bid regardless of what the material in the earth contained.

Section 12-15 of the contract, entitled "Preliminary Estimates of Classification," reads as follows: "In the final classification of excavated materials, the State Highway Commission will be in no way bound by any notations or estimates pertaining to classification, that may appear in the plans or in any summaries of quantities. It is understood that the contractor bases his unit prices upon his own estimates of classification, and the State Highway Commission will not be responsible for his failure to do so or for any errors in his

A65 estimates."

Plaintiff is attempting by this action to use the summary of quantities in classifying the materials encountered. With respect to his allegations concerning the classification of materials, the same argument is urged in so far as the slopes are concerned. The testimony in this case by the plaintiff, himself, is to the effect that there are many, many slopes in the State of Oregon constructed on 1 to 1 slopes in sandstone and shale and in harder rock of an igneous type.

Further, Section 5-4 of the contract, entitled, "Variation of Cross-section," provides: "It is understood that the typical cross-sections specified for the work are intended to apply in general, only." And the only indication of the type of slope selected as shown by the evidence in this case is from the cross section, itself.

(4) Pertaining to the drill log, it is contended that the paragraph entitled "Test Pits, Drilling, Et cetera," contained on page 4 of the "Special Provisions," reads: "The State has conducted subsurface exploratory operations on the project as indicated on the plans. Logs of these explorations are available for inspection from the engineer designated to show the project to interested parties. The State Highway

A66 Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered."

There is evidence in this case to the effect that the plaintiff did not have time to make his own subsurface exploration. However, he has further testified that he never intended to make any in the first place.

In addition to that, there is further evidence

14 in this case by Mr. W. C. Williams, an adverse witness, that subsurface explorations to the point of striking to rock could be had in a question of hours.

Further than that, the testimony of the witness, General Walsh, a witness qualified as an expert engineer, was to the effect that he would not say that the drill log was wrong. "I think it reports the material through which it went." We claim that in this case there is nothing on the drill log that is of a fraudulent character, that it correctly indicates the materials through which it went, and that an improper interpretation placed upon the drill log by the plaintiff in this case is a risk of the plaintiff and not due to any action or

A67

failure to act on the part of the defendant.

(5) It is urged that Section 8-11, under which this action is brought, is discretionary in so far as the engineer is concerned, because the following paragraph of that section reads: "The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of cost . . ."

And in support of that argument I cite the case of National Contracting Co. v. Commonwealth, 183 Mass. 89, 66 NE 639, in which it was held that a contract for the construction of a sewer provided that, if demanded by an emergency, the engineer in charge may make alterations in any part of the work. It is held that this clause alone was for the benefit of the Commonwealth, and that the word "may" was to be construed according to its usual meaning and not to mean "shall."

I had some other cases on that, but I don't have them with me right now.

It is our contention that a like parallel can be drawn to this case, because it is perfectly possible for an emergency condition to be causing a contractor a loss of money because of many things -- perhaps water running through a particular project causing him to spend a great deal of extra money, for which he thinks an alteration should be made in order to relieve him of the further loss.

For those reasons and for the above grounds, we move for a judgment of involuntary nonsuit.

MR. BIGGS: I have argued a number of those points before, your Honor, and I won't go over them unless the Court indicates that he would like to hear me on them, or there are particular points that the Court wishes me to speak about.

THE COURT: I think the only thing that I will entertain your observation on would be on the first ground of his motion for nonsuit, which I understood to be failure of timely notice.

MR. BIGGS: It is our position on that, if the Court please, that the testimony of Mr. McDougall is that they had gotten well into the cut sometime in April. There had been some drilling up there with jackhammers before, but they had got well into the work in April. At the time they were well into the work and they knew what the conditions were, Mr. Clymer had called on him at his office and had started discussing with him the advisability of changing the plans so as to make use of rock that he then knew was coming out of the Big Cut as a subbase for the highway instead of the crushed

A69

rock that the plans originally called for, and Mr. Williams corroborates that testimony by testifying this morning that at one time there was such a plan in mind. Mr. Clymer, Mr. Williams also testified, was at that time the cost analyst employed by the State. Mr. Clymer called on Mr. McDougall, and, in addition to getting special costs for the job, indicating a knowledge of the necessity of getting the costs because of the special conditions that were being encountered, delayed or invited a delay in filing a formal claim and giving official written notice, in an effort to avoid the necessity of doing it at all. If the thing could be negotiated on some other basis that would be satisfactory to the contractor and with the State, then there would be no necessity of filing a claim at all.

Those negotiations continued until Mr. Clymer notified him late in July, I believe his testimony was, that it appeared unlikely and improbable that it would be possible to work the thing out on the basis that had been discussed, and that his only relief would be to file a claim under 8-11, which he promptly did on August the 5th.

Now, my contention is that that certainly would be a substantial compliance with the contract. None of these contract provisions, if the Court please, which call for a formal act on the part of the parties is a bar to complete recovery under the contract if there has been a substantial performance and notice -- particularly giving notice -- and notice otherwise given to the parties, as was the case here, so that the question of whether or not a written notice at all was required would be arguable under these circumstances, with the question directly raised.

Whether or not it was promptly made, in any event, would be a question of fact for the jury. It isn't specified within five days of the notice of drilling or 30 days of the notice of drilling or 60 days of the notice of drilling. It simply requires that he shall promptly give notice. What is "promptly" ----

MR. LINDAS: I think you misstated it. It says "immediately."

MR. ROCKWOOD: It says "call attention."

MR. BIGGS: "Call attention." ". . .shall immediately call attention." What is meant by "immediately" is to be determined under all of the circumstances present, and would be eventually for the jury to decide unless the Court could say as a matter of law under all the circumstances that this was not immediately done.

None of those provisions is ordinarily strictly construed by the Court. At most, it would be a question of fact for a jury whether here, in view of all of these conditions, the attention was immediately called of the engineer.

That is my position on that, if the Court please.

MR. LINDAS: I have one further comment, and it is based upon this, your Honor: that the reason for that particular section is this: If he strikes a subsurface condition that is of an unusual nature,--and the minute he had to start to drill he struck this subsurface condition, he claims, of an unusual nature, -- the engineer should be called to view the site at that moment, and in all the cases I have read on the subject the purpose is that when the engineer is called immediately upon striking it, then the man will say to him, "Well, I think this is of an unusual nature, and I am going to expect money for it as we go through," -- but he doesn't do that. He strikes the rock by his own testimony in January, and particularly in February when he has the wagon drills. He says nothing about it, and even assuming that he was up there in May -- although I think the evidence in this case is more strongly in favor of the August the 4th date, because one is supported by a diary and the other only by a recollection of an individual who testified he kept no diary -- even assuming in May, there are two months that have gone by

A71 of fact for a jury whether here, in view of all of these conditions, the attention was immediately called of the engineer.

That is my position on that, if the Court please.

MR. LINDAS: I have one further comment, and it is based upon this, your Honor: that the reason for that particular section is this: If he strikes a subsurface condition that is of an unusual nature,--and the minute he had to start to drill he struck this subsurface condition, he claims, of an unusual nature, -- the engineer should be called to view the site at that moment, and in all the cases I have read on the subject the purpose is that when the engineer is called immediately upon striking it, then the man will say to him, "Well, I think this is of an unusual nature, and I am going to expect money for it as we go through," -- but he doesn't do that. He strikes the rock by his own testimony in January, and particularly in February when he has the wagon drills. He says nothing about it, and even assuming that he was up there in May -- although I think the evidence in this case is more strongly in favor of the August the 4th date, because one is supported by a diary and the other only by a recollection of an individual who testified he kept no diary -- even assuming in May, there are two months that have gone by then before any word is ever said about this condition. We claim we didn't expect it ----

MR. BIGGS: Aren't you overstating that -- I don't mean unfairly, but that isn't true -- "before any word was said about it."

MR. LINDAS: That is what I am talking about.

MR. BIGGS: There was the Resident Engineer on the job all of the time.

MR. LINDAS: That is what I was saying. We say we didn't encounter -- or we didn't discover any unusual condition, that the indications showed sandstone and shale, and that is exactly what he ran into, and he struck it, according to his testimony, in January and February, and he was drilling and shooting at that time.

MR. PETERSON: And he continued to disturb it.

MR. LINDAS: Yes, and he disturbed it and opened that cut, at least for two months, assuming that the date of the last week in May is correct, and I think he has waived his right to make a claim under this section by disturbing it and removing great quantities of it before notice was given to the engineer immediately as required.

(Discussion off the record.)

THE COURT: Well, we can argue academically about it, and also about the facts.

A73 I will deny your motion for an involuntary nonsuit on the five grounds and for the five reasons stated. I do not wish to state into the record at this time my reasons for so doing, but will do so subsequently.

(Thereupon, at 4:25 o'clock P. M. of this day, Friday, January 13, 1956, an adjournment was taken until Monday, January 16, 1956, at 1:30 o'clock P. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,)
Plaintiff,)
vs.)
STATE OF OREGON, by and through its State Highway Commission,)
Defendant.)

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Friday, January 13, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 130 pages of typewritten matter, numbered 520 to 649, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Friday, January 13, 1956.

Dated at Salem, Oregon, this 13th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

TRANSCRIPT OF PROCEEDINGS

VOLUME VI

January 16, 1956

Pages 652 to 746

Volume VI
January 16, 1956

INDEX

Defendant's Witnesses:	Direct	Cross	Redirect	Recross
James Teed	652	661	--	--
Rodney Miller	662	674	688	--
Walter V. Poole	691	699	--	--
Clinton Lammers	704	706	--	--
Kenneth T. Wechter	712	714	--	--
Fred W. Sugnet	715	--	--	--
Clifford E. Layton	717	719	--	--
Harry Ralph Sturgis	720	721	--	--
Curtis H. Baker	722	722	--	--
Chester E. Paulsen	724	732	741	741

Plaintiff's Witness:	Direct	Cross	Redirect	Recross
Clinton Lammers	709	711	--	--

Defendant's Exhibit No.:	Description	Ident.	Rec.
S	Model of Low Pass Section	654	657
S-1	Section of model	657	662
S-2	Section of model	657	662
S-3	Insert in model	658	662
S-4	Insert in model	658	662

Defendant's Exhibit No.:	Description	Ident.	Rec.
T	Photograph	694	698
U	Photograph	694	698
V	Photograph	694	698
W	Photograph	694	698
X	Diary of Edward Clymer for the year 1953.	727	

P-1
k-1

MONDAY, JANUARY 16, 1956, the trial was resumed, pursuant to adjournment, at 1:30 o'clock P. M., and the following further proceedings were had therein:

THE COURT: Mr. Peterson, is the State ready to proceed with its witnesses?

MR. PETERSON: The State is ready, your Honor.

THE COURT: You may call your first witness.

JAMES TEED was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Teed, will you state your name into the record, please.

A My name is James Teed.

Q Will you spell your last name.

A Teed, T-e-e-d.

Q Where do you live, Mr. Teed?

A Salem.

Q And what is your occupation, sir?

A I am the model maker for the State Highway Department.

Q And how long has that been your occupation, sir?

A I have been there eight years now.

Q And prior to that time did you do model making?

A Well, I am a pattern maker by trade, a ship pattern

k-2

maker. They call them loftsmen, and we cut all kinds of lines and patterns for various kinds of models. I worked for the Kaiser Company, where we built not only patterns and mockups for the ships, but we built a section of Detroit Dam. The sections of ships and models of Detroit Dam and other such sections were where models could not be purchased.

Q You are employed by the State Highway Commission?

A That's right.

Q And how long have you been employed by the State Highway Commission?

A Eight years.

Q And during that time your duties have been just what?

A Well, I am the model maker. Whenever they want a model built of something that will show it more clearly.

Q Tell the Court and jury some of the projects for which you made models, Mr. Teed.

A Well, I made most of the models on the Banfield Expressway, I made perhaps thirty; but at Roseburg and the Coast--I had one at Newport, a little north of Newport, one at Salem for the new Salem bridge--a four-piece section which is now on display in the model room of the Department. Any more of them you want to hear about? I have made just dozens.

Q In this case which we have here today, did you make a

k-3

model of the Low Pass Section?

A Yes, I made the model of the Low Pass Section.

Q What portion of that section did you make?

A Well, the section that shows the cuts and fills. Do you want the station number?

Q Well, it would be what we call the "Big Cut"?

A Yes, right there at the Big Cut. I just can't give the station number.

Q This model before you is the one you had reference to, is it not?

A Yes.

MR. PETERSON: We will ask that this model be marked for identification, your Honor.

(The model, so offered, being a model of the Low Pass Section, was thereupon marked for identification DEFENDANT'S EXHIBIT S.)

Q (By Mr. Peterson) Mr. Teed, the model you spoke of has been designated Defendant's Exhibit S. Will you state to the jury what procedure you adopted and the data you used in making that model, sir.

A Well, in making a model it is necessary to assemble the data to realize a true scale model, the actual conditions, for a three dimension model. The three dimensions are necessary to build anything, but in this one here, to the accuracy of a foot, that is

k-4

attempted to be the limits. However, in getting--actually how that model was built, let me say this--the base plane is 660 feet elevation. The necessary amount that was taken in was enough to take the surrounding territory to a point showing where the footings of the old road were, that was in existence before the time the model was made. In doing this, you realize this is on a scale of 1-20. That is, one inch equals 20 feet. To do that, all the data is assembled that is necessary to make it on that scale. Now the engineers work off of a scale of one inch equalling 100 feet, so it was necessary for us to get prints made by our photo lab and have those enlarged from their scale, or 1/5 the length of this, encompassing 1/25 of the area, the square, exaggerating the conditions--I should say enlarging the conditions--to a point where you can see the detail. Now as these copies are made of the contours, the contour lines of the different elevations, they will show a great many different curves and we have pasted on the board the base plane, 660 feet, a copy of that map. Let me state that I have progressive photographs of how this was built, if there are any questions. After this contour map is made, the elevations are obtained from the profile--that is the elevations of the road, and the cross sections. The elevations of

k-5

the road are down the center line of the road. No other elevations would be given on the main profile map, but in taking the contour map, drawing a straight line and giving the elevations, I can get the elevations anywhere. The elevations are taken on the contour map, where they are as accurate as a contour map is. The old road station which is shown on the contour map is directly over that map that is on the original base. Now the elevations on the old road are shown, from my point of view, to build it, by where the contour lines cross it. Is that too much detail?

Q I think probably that a little less detail would be just as helpful. If you would tell the jury from what data this material was taken, that you used.

MR. BIGGS: Mr. Peterson, and if the Court please, I think that is near enough to the model that we have here so that it will raise no question in our minds about its substantial accuracy. If counsel feels he wants to go into more detail, it is all right, but I have no reason to question the dimensions of the model or that it is built true to scale, so further testimony on that is unnecessary, as far as we are concerned.

MR. PETERSON: Thank you, counsel. Then on that basis, it is stipulated that this is a true representation of what it purports to represent.

k-6

THE COURT: It will be admitted.

(The model, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBIT S.)

Q (By Mr. Peterson) Mr. Teed, would you be kind enough to step down to the model here, which is now Defendant's Exhibit S, and point out the route of the old road.

A This is the old road from the Willamette Valley to the Coast.

Q The direction your right hand was pointing--which would that be?

A That would be west.

Q State, if you can, what the lines across the top of the hump, of the Big Cut are.

A This is an old forestry road or logging road.

Q Now removing this insert--I think perhaps, your Honor, that it might be well to mark this insert as Exhibit S-1, if that is agreeable.

THE COURT: I think we handled the other exhibit in that manner, yes.

(Sections of model, so offered, were thereupon marked for identification DEFENDANT'S EXHIBITS S-1 and S-2.)

nd
-1

C-2
A1

Q (By Mr. Peterson) Mr. Teed, now, I will point to Defendant's Exhibit S, which is the main part of the exhibit, and Defendant's Exhibit S-2, and I will ask you to tell the jury what those two exhibits, together, represent.

A The portion of the model as shown now, as it is all together, is that portion of the cut which was made on a 1 to 1 slope. Now, a 1 to 1 slope, engineeringly speaking, is up one and sideways one. If it were a 2 to 1 slope, you would go up one and over two, and 3 to 1 would be up one, over three. 1/2 to 1 -- no, I've got it reversed.

MR. BIGGS: I think we understand.

A (Continuing) A half to one is the lower portion. At this time we made it as it was inspected and examined. The lower slope would show the difference, and this is made from the engineering cross sections very accurately.

MR. PETERSON: I will now remove the section being S-2, and I will ask that these two be marked S-3 and S-4.

(The inserts in the model, so offered, were thereupon marked for identification DEFENDANT'S EXHIBIT S-3 and DEFENDANT'S EXHIBIT S-4.)

MR. PETERSON: For the record, your Honor, we will offer into evidence not only Exhibit S, but S-1, S-2, S-3, and

S-4.

Is there any objection?

MR. BIGGS: No objection.

Would you have him identify S-3 and S-4?

MR. PETERSON: Yes.

Q (By Mr. Peterson) Would you point to Exhibits S-3 and S-4. Would you identify those as to the portion of the model they make up?

A Well, S-3 is the western portion, and S-4 is the eastern portion of the fill.

Q And the model as it is now set up, as the S-3 and S-4 are set in there -- and S-1 is out, and S-2 -- that represents the cut as it now exists, Mr. Teed?

A That's right.

Q Showing the fill on the east end and the fill on the west end. Is that right?

A That is right.

Q Now, would you show, if any, the station numbers on the model?

A Well, the station numbers -- and, by the way, they start at the beginning of this particular job -- will begin, and right and left will be surfacing away from the beginning, and each station is a hundred feet, so we are now at 74 plus approximately 25, and the other end is Station 80, and I believe it is plus 41. The plus 41

A3

means 41 feet past that station.

Q Would you point out on the exhibit for the jury portions of that model that show a 1 to 1 slope, and the portions that show 1/2 to 1?

A This portion from here up on both sides (indicating).

Q And when you say "from here up," that would be above what, and on which side of the model, so that it gets into the record by direction, Mr. Teed, -- that is to say, you say "from here up." Is that on the east slope or on the west slope--or on the north slope or on the south slope, I should say?

A Well, on both slopes where the angle changes off of the horizontal -- both slopes above that change.

Q Slope above the bench, would you call it?

A Well, that's good; bench.

Q And are there any other portions of the model that show a 1 to 1 slope?

A This is a 1 to 1 slope (indicating).

Q Which end of the model is that -- the north or south side?

A That is on the north side, the east end. At this portion, the stations had a cut on one side and a fill on the other.

Q And would you point out to the jury the highest cut slope on the old road that is shown on the model?

A The highest cut slope on the old road is right here

A4

(indicating).

Q Yes. And approximately how far would that be from the top of the cut opening at the Big Cut?

A You mean in distance, sideways?

Q That's right.

A Well, this is north approximately 90 feet, maybe a hundred. Five inches represents 100 feet.

MR. PETERSON: Thank you, Mr. Teed. That's all.

CROSS EXAMINATION

BY MR. BIGGS:

Q Just one question, Mr. Teed. The inserts that you put in are not represented to show quantities of rock, as opposed to quantities of overburden or common material or anything of that kind, are they?

A The inserts that were put in there were made directly from the engineer's cross sections, and the kind of material that was in them didn't bother the model maker one bit.

Q Yes. You didn't attempt to show that one bit?

A No.

MR. BIGGS: That's all.

MR. PETERSON: Thank you, Mr. Teed.

(Witness excused.)

THE COURT: I will ask the reporter, if she hasn't done so,

A5

to mark S-1, -2, -3, and -4 as admitted.

(The model inserts, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBIT S-1, DEFENDANT'S EXHIBIT S-2, DEFENDANT'S EXHIBIT S-3, and DEFENDANT'S EXHIBIT S-4.)

MR. PETERSON: I will call Mr. Miller.

RODNEY MILLER was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Would you state your name into the record, sir?

A Rodney Miller.

Q And where do you live, Mr. Miller?

A Medford, Oregon.

Q And what is your occupation, Mr. Miller?

A I am a branch manager for Peter Kiewit Sons Company.

Q And as such, are you an engineer?

A Yes, sir.

Q And how long have you been in that occupation, Mr. Miller?

A As a branch manager for a period of approximately two years.

A6

Q And how long have you been with the Peter Kiewit Company?

A For ten years.

Q Would you tell the jury in a few words about the Peter Kiewit Company, -- what the company does and its operation, generally?

A Well, it is a corporation existing throughout the entire United States in all phases of comtruction, and we are subdivided into various districts. Our district, main district, here, is out of Vancouver, Washington, and the districts branch off into branches, of which I am in one of the Northwest Districts, which is in Medford, Oregon.

Q And you have been with Peter Kiewit Company, you say, how long?

A Ten years, sir.

Q And prior to that time, what did you do?

A I was in the Service at that time.

Q Now, what is your educational background?

A I have a Bachelor of Science degree in civil engineering and naval science.

Q Now, would you be good enough to relate to the jury the experience you have had with the Peter Kiewit Company by way of your various duties over the years?

A Well, the first two and a half years I was in the field under the G.I. training program in a foreman's capacity, A7 looking over the construction jobs, and then the next five and a half years I was in the District office in Longview, Washington, doing all of the estimating, and 3 I was the District Engineer. The last two and a half years I am still the District Engineer, and am now what they call a branch manager out of Medford, Oregon. I do all of the estimating and the sponsorship, acting in the form of a general superintendent for their work in Southern Oregon and Northern California.

Q And then you have been estimating for bids on various types of construction work for how long?

A Seven and a half years, approximately.

Q And what types of construction work has this embraced?

A Mainly highway and airport construction.

Q And would you care to name for the jury some of the jobs that you have covered up and down the Northwest and the coast?

A Well, the jobs actually that I have covered in the last two-year period or so have been primarily in, as I said, Southern Oregon and Northern California. The projects in Southern Oregon have been two projects for the Oregon State Highway Department on the 101 highway between Gold Beach and Port Orford, one project there for the Bureau of Public Roads between -- just north of Gold Beach, at present doing work for the Bureau of Public

A8

Roads out of Port Orford, up what is known as the Elk River, work at Klamath Falls for the State Highway Department, and in the last two years we have done -- I believe it is five different projects for the California State Highway Department in Crescent City, Horse Creek, California, Weed, Yreka, and Canby.

Q You prepared bids on all of those jobs?

A Yes, sir.

Q Did you, for your company, Mr. Miller, prepare and submit a bid on the Low Pass job?

A Yes, sir.

Q And would you relate to the jury, sir, what your investigation was prior to setting up a bid?

A As I recollect, at the time it was the normal letting for the site. It was in the month of July, and the sequence of operations -- we go around and investigate these jobs, of which this was one of possibly three or four. I can't remember now. And I had another young engineer with me at the time on this project. We went to the job and looked over the work. When we returned, we went in and copied the cross sections out of the office, here, in Salem. We took the earth work calculations, and went through them, and obtained the test hole data on the project. Now, I can't remember exactly where we got it, but we did have that.

End
C-2

P-3
k-7

Q On the project itself, what did your examination of the project and examination of the area about the cut show ?

A Well, sir, I can't tell you exactly how much time we spent on the project but we walked all the center line of that piece adjacent to the existing roadway which we were able to get to in the automobile.

Q Referring now to the Big Cut itself, did you walk over the center line of that, sir?

A Well, we went part way, and then from the summit on both sides, as I recall.

Q In your examination do you recall whether or not you noticed any outcroppings?

A Well, the outcroppings were very definitely in our minds because there was the hogback that was carried through to the cut slopes in the existing road.

Q What examination did you make of the then existing highway?

A Well, we took pictures of it as we wanted to keep it fresh in our minds as we were locating the job. As I recollect, at that time, we normally carry a pick in our automobile, and we tested it with a pick to determine the hardness of it.

Q I believe you mentioned that you received the test hole log?

A Yes, sir.

P-3
k-7

Q On the project itself, what did your examination of the project and examination of the area about the cut show ?

A Well, sir, I can't tell you exactly how much time we spent on the project but we walked all the center line of that piece adjacent to the existing roadway which we were able to get to in the automobile.

Q Referring now to the Big Cut itself, did you walk over the center line of that, sir?

A Well, we went part way, and then from the summit on both sides, as I recall.

Q In your examination do you recall whether or not you noticed any outcroppings?

A Well, the outcroppings were very definitely in our minds because there was the hogback that was carried through to the cut slopes in the existing road.

Q What examination did you make of the then existing highway?

A Well, we took pictures of it as we wanted to keep it fresh in our minds as we were locating the job. As I recollect, at that time, we normally carry a pick in our automobile, and we tested it with a pick to determine the hardness of it.

Q I believe you mentioned that you received the test hole log?

A Yes, sir.

k-8

Q Can you see this from where you are sitting?

(Counsel indicating board.)

A I have got a copy of it here.

Q I will get the one that is in exhibit here.

A I have my copy here.

Q I will hand you Plaintiff's Exhibit 5, which has been admitted in evidence, and is a test hole log. Is that the type that was furnished to you?

A Here is the one that we had from our records. It is identical.

Q You had that at the time of your investigation and setting up the bid, is that right?

A Yes, sir.

Q Now state whether or not you had any conversations with any of the engineers on the job--State engineers?

A Well, sir, it has been--as I say, it is quite a while back. The only thing I have is that, as I recollect looking back on it, on my test hole data, I do have the engineer's name who was going to run the project, his office number and his home telephone number. From that though I still don't know whether I actually talked to the man or not.

Q Yes. Now in setting up your bid and in preparing for it, did you form any conclusions as to what percentage of the rock in the Big Cut it would be necessary to shoot?

k-9

A We figured on shooting the biggest majority. We figured on drilling 100 per cent of it, and when we figured on that, we figured on having to shoot practically that much too.

Q Would you step down here, please. Is that blackboard available?

(Witness walking to board.)

Q Mr. Miller, using this black pencil and the large piece of paper on the board, would you explain to the jury what method of blasting you use.

A We use a different blasting method than most contractors. We use the long-hole method, which is where we drill our rock clear to grade with each hole. The standard practice is to drill 12 to 24 feet, whereas with a nine inch drill we can drill anywhere up to 300 feet. That is the same as used for oil wells. I will try to draw this as though you were looking down on top of it, at first. The material--let's see--was to go east, as I recollect. Here is what we call the low cut, no fill line, where we break from the cut to the fill. With the long-hole drill method, you come in with a long row of holes spaced at approximately 25-foot intervals. Then you come in here with the next row, at 25 feet, approximately. If you take a cross section of this model here, just take a slice right out of that--well, I don't remember whether

k-10

the original one was benched or not, but the original ground came something like this. With the long-hole drill method, we would come in here and drill in a method comparable to this. (Drawing on paper.) We would drill clear to grade in every instance, the key points that you have to catch in your toe of the slope in every instance, down here.

Q Now I am going to replace the inserts in the exhibit. I will remove the east and west inserts of the completed highway. Now I will ask you to show the best you can, additionally, on the exhibit as it now is, approximately where you have started your blasting operations.

A Well, I believe some 90 per cent of the material or so went in an easterly direction. Isn't that right?

Q Yes.

A Our method of attack, as I recollect the job, is that we would come off of the bluff and pioneer ourselves, our roads, down in here to where we got down to the point where our overburden was, if it was not too excessive, with our row of holes. Then down here with our vertical row. Then another row. We would shoot that off, then come in with our next row some 25 or 30 feet back. We would excavate the material all from the finished road grade, which is a little bit abnormal from standard practice.

Q You may resume the stand.

k-11

(Witness resumes stand.)

Q Mr. Miller, at the time you made your initial investigation of this hogback and Big Cut area, did you have the benefit of the plans with you, sir?

A Yes, sir.

Q And you studied the plans, did you?

A Yes, sir.

Q And what slope was called for in the plans, do you recall?

A I don't recall whether it was actually shown on the plans or not. I think it was shown on the cross sections, because we went into the offices here in Salem and copied the cross sections, the primary ones, and it would have shown it in that.

Q That is where you got the slope?

A That is where it would have shown it was a 1 to 1 slope.

Q Yes. The fact it called for a 1 to 1 slope, did that in any way mislead you as to what kind of materials you expected to find?

MR. BIGGS: I think that is a little argumentative and misleading, your Honor. I think the question should be what if any significance did he give to it.

THE COURT: I will sustain the objection.

Q (By Mr. Peterson) What significance, if any, did you give to the 1 to 1 slope?

A Well, when you look at any job, it doesn't make any

k-12

difference--it is just one man's idea, and maybe the project has been designed by a group of men, but still it is our company's money when we submit a bid, and if we are low bidder we want to be sure we have the right price on the work.

Q And the 1 to 1 slope,did that indicate to you the type materials you might expect to find in the Big Cut?

A Well, I would say not necessarily. One on one wouldn't mean much one way or another.

Q And you gave consideration to the test hole log, did you, Mr. Miller?

A Yes, sir.

Q And what significance did that have to you in your calculations, sir?

A Well, we figured it was solid material that had to be drilled.

Q Would you say that--well, let me put it this way. Based upon your long experience and your qualifications and your investigation in this case, on this job, would you have an opinion whether the plans on this job would be of great significance one way or the other to a prudent contractor as to determining for him the type of materials to be found?

A Would you say that again or read it back?

Q May we have the question read, please.

k-13

(Question read.)

A I would say yes.

Q Would you say the plans would be of great significance one way or another as to determining what type of material you would run into?

A No, they wouldn't tell you what kind of material you are going to run into. You bid it unclassified--it's your own cookie when you bid it.

Q Would you say the plans showing a 1 to 1 slope, and plans showing a shrink factor of five per cent, in your long experience and investigation of this particular job--do you have an opinion whether those facts in the plans would be of great significance in assisting a prudent contractor in determining what kind of materials he would find?

A Not necessarily.

Q Your opinion is that it would not, is that it?

A Yes, sir.

MR. BIGGS: That is not what he said, if the Court please. He said,"Not necessarily."

Q (By Mr. Peterson) Mr. Miller, the variation of six per cent in shrink or swell between the estimate and the final figures, would you consider that a great or a small variation?

MR. BIGGS: If the Court please, there is no basis for any

k-14

such question. The testimony in this case and the only testimony in this case is that there was a variation from 9.4 per cent of compaction to a 110 swell. That is what the testimony is.

MR. LINDAS: If the Court please, on cross examination the same question was asked everyone of their witnesses.

MR. BIGGS: No, if the Court will excuse me, I did not ask that question. I asked a question based on what the testimony showed, if that would be the swell or shrink.

THE COURT: I will overrule the objection.

Q (By Mr. Peterson) Will you read the question, please.

(Question read.)

A I would consider it a small.

Q Mr. Miller, what was the amount of your bid in this case?

A It was $1,076,826.00.

Q Mr. Miller, relative to that bid, counsel for Mr. McDougall said in his opening statement, and I quote "That was over a million dollars, and that was just I think on the irresponsible--I might say irresponsible bid of a noncompetitive contractor who figured it at all rock and wouldn't take a chance." Do you consider, sir, that your bid was an irresponsible bid?

MR. BIGGS: Now if the Court please, that was not evidence, it was a statement made by counsel and is not evidence in this case. It is argumentative and is improper to

k-15

ask a witness what his opinion is of statements made by counsel.

THE COURT: I will sustain the objection.

MR. PETERSON: No further questions. Thank you.

CROSS EXAMINATION

BY MR. BIGGS:

Q Mr. Miller, you have been the branch manager, have you, for Peter Kiewit Company for seven years?

A No, sir, for approximately two years.

Q But you have been graduated from college for seven years or longer?

A No, sir, 12 years.

Q You made some statement about seven years, and I do not recall what it was.

A I said I had been the District Engineer for seven years, and have been estimating for seven years.

Q I see. That includes jobs in Oregon and California?

A Yes, sir.

Q You are familiar then with the system of letting contracts by the State Highway Commission?

A Yes, sir.

Q As I understand it, they have lettings at infrequent intervals, and then let a great number of projects that are advertised--the letting of a great number of projects on approximately two or three weeks' notice, is that correct?

k-16

A Yes, sir.

Q How frequently do they have lettings, Mr. Miller?

A It is either ten or eleven a year, I don't know which. I would say about five weeks on an average.

Q Yes. The interval between the advertising and the letting is about two weeks, is that correct?

A Well, it would be awfully close to two weeks. I would say yes, sir.

Q How many jobs then do they advertise at one time, approximately, if you know?

A Well, it would fluctuate anywhere from twenty up to forty.

Q So that engineers, or contractors, of course, get their first information about what work is going to be available from the advertising, is that correct?

A No, sir, not the first information.

Q Where do they get their first information?

A It is available, it is published in their--there is a list of projects that you can see in the district offices, of work that is on the docket for a period of maybe nine months in the future. From six to nine months in the future. It might come up and it might not.

Q But you do not get plans and drawings until two weeks before?

A That is correct.

Q About two weeks before?

k-17

A Yes.

Q About how many plans do you think you sent for when the Low Pass job was advertised?

A Well, I wouldn't doubt but what we could have had at that time maybe six or seven. I could check the records.

Q How many jobs did you have going at that time?

A I don't remember, sir.

Q Would there have been some others? Were you quite busy during that interval?

A Well, at that time I was doing nothing but estimating, so it would only be solely--my travels were involved in nothing but doing that.

Q You were doing that work all the time, and you were under somebody else's supervision?

A That's correct.

Q You were devoting all of your time to estimating?

A Yes, sir.

Q Did you say you thought you had four or five sets of plans at thattime?

A I think so.

Q How many times did you look at that job?

A Once.

Q How much time did you spend out on the ground, if you recall?

A It was a long time ago and I would merely have to try to recollect. I would say maybe in the neighborhood k--16

of six hours.

Q I asked the question because counsel had cross examined Mr. McDougall extensively on how much time he had been out on the ground. You were out there once, and you think maybe six hours, but you have no exact recollection?

A No, sir, I don't.

Q You walked a portion of the center line of the proposed highway, as I understand, but only those portions which could not be seen from the adjacent old road?

A No, sir, those that were immediately adjacent to it-- you see, there were two of us operating from a vehicle. One will go in part way, and we did that--after I have a fellow competent enough so I can take his word regarding something. We will go--

Q No, I am interested only in this occasion.

A That's what I am saying. If I recollect correctly, we probably covered everything we could on foot, on that job, except what was right by the highway.

Q The things you could see from the highway, you follow from the highway?

A Yes.

Q And the outcroppings of rock that you saw here on the cut slope of the old highway, is that correct?

A Yes, sir.

Q From your statements, I assume you did not rely on any data shown in the plans as to a determination of the materials that might be encountered.

A That is right. I do not.

Q And you make that a practice. As an engineer, in view of the training you have had, you must be familiar and I assume no doubt are familiar with what 1 to 1, or flatter or steeper slopes indicate insofar as the material is concerned?

A Definitely.

Q What does it indicate, Mr. Miller?

A Well, there are a lot of factors that enter into it.

Q I understand that.

A Maybe a project is shy of material. As a consequence, they lay the slopes back a little flatter. You don't know what the design people have done when you get the plans.

Q I understand that. Would you expect a designing engineer however to lay the slopes back flatter if he were going through rock just to get excess material for his fills? Would that be good practice?

A Not in rock, because your unit price would be too high on it.

Q That is the point. In other words, if an engineer is designing his slopes, laying aside now the question of how much material he needs, he wants to bring his cut

k-20

to a certain grade, and is it prudent and good practice on the part of the designing engineer to make his slopes as steep as the material will support?

A It is good design practice, yes, sir.

Q That is good design practice?

A Yes, sir.

Q And unless there are some very unusual reasons, that is the practice that the designing engineer generally can be expected to follow, is that correct?

A Definitely, unless there is an abnormal condition.

Q I beg your pardon?

A Unless there is an abnormal condition, as I said before.

Q Yes. Now if a cut 200 feet deep were being designed and it was thought to be in relatively soft material--that is, diggable material--the engineer might use a somewhat flatter slope than he otherwise would, if he needed that material for embankments? Is that correct?

A Yes.

Q But if it were rock he anticipated going through, and there were dirt quantities acceptable on the project elsewhere, he wouldn't flatten his slopes to get excess material for embankment, would he?

MR. LINDAS: If the Court please, I would ask that he identify the type of rock.

Q (By Mr. Biggs) Rock so solid that you have to blast it k-21 all the way down, as it was done here.

A What was the question?

Q To obviate another objection, I will ask that the question be read. Will you read the question, please.

end
P-3

(Question read.)

C-4
A9

MR. PETERSON: Just a moment, Mr. Miller.

May it please the Court, I offer further objection to the use of the "rock" here for the reason that there is no showing that this rock is of a type that will disintegrate and air-slack immediately upon blasting, and just simply to say that a rock -- to use the word "rock," without qualifying it, is not definitive enough, your Honor.

THE COURT: Wasn't there a later question defining the type of rock?

(Last question read.)

THE COURT: I will overrule the objection. You may answer the question.

THE WITNESS: Well, now, you've got me all mixed up again.

Q (By Mr. Biggs) The question was, would you flatten the slopes in that kind of cut in order to get excess material?

A No, I wouldn't think that we would.

Q Did you run off or compute the ratio of embankment quantities to excavation quantities on these plans, Mr. Miller?

A Not a complete summary, but I did make an observation of what one person thought of it, and I do on all jobs.

Q I'm awfully sorry. I did not understand.

A I said, I did not make a complete summary of excavation

A10

and embankment on this job; no, sir.

Q You did not. You didn't do that in order to find out what the other person thought of the job?

A Well, as I have explained before, it makes no difference to me. It is their opinion against mine.

Q That's right. I'm sure we understand each other, and I don't mean to be arguing with you. As I understand it, it is your theory when you bid a job not to want to know what the State engineers, or anybody else, thinks about it. You want to make up your own mind independently of what they think about it. Is that correct?

A Either my own mind, or with the help of somebody from my own corporation.

Q That's what I mean, sir.

A Yes, sir.

Q And you rather purposely avoid reading the plans in an effort to learn what the State engineers were trying to indicate with respect to materials, at least. Is that correct?

A That is right.

Q Did you employ a geologist to study the test hole data or examine the area of this project, Mr. Miller?

A No, sir.

Q Did you sink a test hole of your own?

A No, sir.

A11

Q Is it common practice for contracting companies to employ geologists or to sink their own test holes on Oregon State Highway construction jobs?

A No, sir; not to my knowledge.

Q You spoke at some length about the type of drilling that you used, and I understood you to say that you use a method somewhat different from other contractors, but you have planned to sink holes from the top to grade, -- one depth. Is that correct?

A Yes, sir.

Q And then would you column-load those holes with powder?

A Yes, sir.

Q By that I mean ram them completely full of powder, or put as much powder ----

A Well, you might stem-load them, depending upon the amount -- the spacing of your holes and the amount of powder you wanted to get in per cubic yard. You might have to what they call stem-load.

Q So you would have a pretty heavy load of powder in one of those holes, necessarily?

A Not necessarily. In one hole, yes, but I mean your amount per cubic yard -- you can control it.

Q I see. What layers would you take it off in, then, -- what depths?

A In what depths?

A12

Q Yes. When you shoot clear down, you would shoot clear down to grade?

A Shoot the whole thing right to grade.

Q Shoot the whole thing. Well, now, I don't know if you are familiar with the specifications in this case. Did you study the specifications carefully?

A Yes, sir.

Q Do you recall Specification No. 4 -- I don't know how they number these things. It is at the top of the page, and is No. 4 and No. 5. Is that the specification number or just the page number on the specifications?

A Is that the standard specifications or the special provisions?

Q These are special provisions. I'm sorry. I didn't mean to mislead you.

A Well, I don't have it now.

Q Well, did you read the special provisions?

A Yes, sir; I read them very definitely. I read them all.

Q Do you recall this one, Mr. Miller, ----

MR. PETERSON: What page?

MR. BIGGS: I can't tell you what page. It is Sheet No. 4 of the special provisions, under "Excavation and Blasting Methods," and reads, "As far as practicable, the materials to be excavated shall be loosened by means of rooters and scarifiers or shall be excavated without previous

A13 loosening. Also, in so far as practicable, the excavating, by means other than blasting, shall be done in uniform layers or thicknesses varying from 1 to 20 feet, depending upon the type of equipment used, but in no case exceeding 20 feet."

A All right. You read back to that. We have had the same argument. It says "means other than blasting."

MR. BIGGS: Yes.

A (Continuing) All right. It says if you are going to take it out in layers up to 20 feet by a method other than blasting. Now, a blasting method -- it doesn't say how you can't take it out. It didn't control that.

Q (By Mr. Biggs) I see. So your intergretation of the specifications was that you weren't limited to drilling just 20 feet?

A That is very correct, and we have done it that way throughout the state.

Q And you have had some arguments, you say, with the Commission?

A No, sir; we have not. We have merely had it amongst our own organization, is all.

Q I see. I see. So the specifications, so far as you are concerned, didn't limit you to the 20 feet?

A No, sirree.

Q Yes. All right, sir. Now, you say your bid was $1,076,821, A14 or something like that?

A Well, if that is -- I mean it doesn't make too much difference.

Q Well, that's the way I copied the figures down, but it is in that neighborhood. Is that correct?

A Yes, sir.

Q What percentage of that amount went into the total bid for contingencies or emergencies?

A What per cent would we have had in that bid for contingencies or emergencies?

Q Yes.

A I would have to hazard a guess and say that we might have had somewhere around 3 to 4 per cent in there for that.

Q What profit did you figure on, then?

A Do I have to answer that?

Q Well, only in this way, Mr. Miller: I don't want to pry improperly at all, but what we want to know is whether you were really bidding this to be competitive, whether this was a bid you made expecting to actually be down with the people who wanted the work, or whether it was a bid you simply put in desiring to have the job if you could get it on your own terms but without attempting to make your terms very competitive. Now, I don't want to get figures out of you that you consider confidential, but if you know what I mean perhaps you can tell me whether

A15

it was intended to be a competitive bid.

A I would say it was intended to be competitive at the price that we bid it at.

Q At the price that you bid it at. Did you seriously expect to get this contract, Mr. Miller?

MR. PETERSON: Just a moment. I will object to that question, your Honor.

MR. BIGGS: I think that is a proper question to ask.

MR. PETERSON: It is incompetent, irrelevant, and immaterial.

THE COURT: I will sustain the objection.

Q (By Mr. Biggs) I will have to ask you, then, Mr. Miller, if you will tell me what percentage of profit you figured on this bid.

A We had figured a total of $170,000 on a cost of $905,000, which ----

Q What is that again?

A $170,000. We had a cost of $905,143. The $170,000 included our overhead for our district and for our Omaha overhead, which normally had run somewhere around 4-1/2 to 5 per cent of the cost of the job. It included the contingencies, which I said were around 4 to 5 per cent, so under those premises I would say that we had figured somewhere around 10 to 11 per cent profit on the job, which I think is a doggone competitive figure.

Q On $905,000 cost?

A16

A Yes, sir.

Q Did you, in examining the materials in the top of the Big Cut or opposite the top of the Big Cut on the old road, determine that those were materials that you would have to blast?

A Yes, sir; I thought we would.

Q That is the way you figured that?

A Yes, sir.

Q So you thought that you actually would be running into the same kind of materials in the Big Cut as you saw on the slopes of the old cut, and that they would have to be blasted?

A Yes, sir.

MR. BIGGS: That's all.

MR. PETERSON: Just one moment, Mr. Miller.

REDIRECT EXAMINATION

BY MR. PETERSON:

Q When Mr. Biggs mentioned a question that had to do with the blasting of rock, isn't it true that rock, once it is blasted and once it is subjected to the air, may no longer be hard rock?

A Oh, yes.

MR. BIGGS: Oh, I think, if the Court please, that calls for the opinion of a geologist, and I don't presume Mr. Miller pretends to qualify as a geologist. No foundation has

A17 been laid for it. I move to strike it.

THE COURT: I think it goes to its weight rather than its admissibility. I will overrule the objection.

Q (By Mr. Peterson) Would you step down to Defendant's Exhibit S, and when you say, as you did in answer to a question by Mr. Biggs, that you would start at the top in your blasting, would you point out again to the jury, when you say you would start at the top, where you would start your blasting on the job?

A Well, your materials, I explained before, go in this direction, here, and I said we would start at the top. By that I mean that we would drill all the way down. We would put a pioneer road across here in the common material that overlaid it, and then have to collar through the common material with our long-hole drill, come up here, and work up here over here, and continue laying the material in that direction (indicating throughout).

Q Your plans did not call for starting your blasting on the crest of it?

A No, sir.

MR. PETERSON: That's all.

THE COURT: Anything further, Mr. Biggs?

MR. BIGGS: Just one moment, if you please.

I think that's all.

THE COURT: You may step down.

A18 MR. PETERSON: Thank you, Mr. Miller.

(Witness excused.)

THE COURT: Call your next witness.

MR. PETERSON: Call Mr. Poole.

A19

WALTER V. POOLE was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Poole, will you state your name into the record, sir?

A Walter V. Poole.

Q Where do you live, Mr. Poole?

A State headquarters, Highway 36, Cheshire, Oregon, post office.

Q Would you state whether or not that is in the vicinity of the Low Pass project, sir?

A It is seven miles east of the Low Pass.

Q And by whom are you employed, sir?

A The State Highway Department.

Q And how long have you been employed by the State Highway Department?

A Nineteen years.

MR. BIGGS: How long, Mr. Poole?

A Nineteen.

MR. BIGGS: Nineteen years?

A Nineteen years the 1st of March.

Q (By Mr. Peterson) Would you relate to the jury, sir, your duties over those years and your jobs that you have held, please?

A20 A Well, I first started out as a rotor grader operator for five years, and then I was an assistant foreman or helper, as the State rates us, until 1946. In '46 I was advanced to a section foreman, and I have sustained that, or maintained, that title ever since. I have been at this present location since June the 1st, 1954. Previous to that time, I was in Southern Oregon for 12 years on the Siskiyous.

Q And since '46, what did you say your duties were? I didn't catch that.

A Maintenance foreman.

Q And what territory?

A At the present time?

Q Yes, sir.

A Siuslaw Highway, or Highway 36, by number, from Highway 99 to 30 miles west towards Florence, on Highway 36.

Q And does that highway pass through this project, sir, this Low Pass project?

A The Low Pass is in the center of my section.

Q Yes. Now, will you tell the jury, Mr. Poole, please, what are your duties as a maintenance foreman?

A Well, primarily a maintenance foreman and his crew is -- the primary cause would be to keep this highway open for safe traveling -- that is, the surface traveling part. That constitutes the removal of trees, slides, rocks, A21 or snow, or whatever might be the obstacle in the highway on the traveled portion. Of course, maintenance covers a vast lot of things, such as the maintenance of oil patching on the main traveled surface part of the highway, to ditch cleaning to shoulder building, culverts, drainage, and so forth.

Q Now, with respect to the Low Pass Section of the Siuslaw Highway, state, if you can recall, approximately when that was opened for travel.

A It was opened on or about the 4th of July in '54.

Q And from that date until the present time, has that been in your territory to oversee?

A Yes, sir.

Q And I will ask you this: What, if any, slides or falling material have you observed from the 1-1/2 to 1 slopes, or, I should say, 1/2 to 1 slopes below the berms on the Big Cut in this highway since that date until now?

A Well, that is hard to estimate. It is a fact that it is a continuous ravel of rocks. It is a daily occurrence to remove rock the size of a typewriter up to the size of a wheelbarrow through the winter months. Through the summer months it slackens off. There is not so much that falls, although it is a continual fall the year around, or has been since I have been there.

Q Have you any specific instances that you can recall in

22 your experience of unusual slides or ravelings on the Big Cut, sir?

A Well, the only real unusual ones are the ones that have been so large that we had to use all the equipment we had, which constitutes a Wagner scoopmobile, which couldn't move one rock without help from a line on it with a truck, which we had to move out of the cut and put it over the bank, which at this time that rock is deteriorating to a mass of smaller rocks in a heap.

(The photographs, here offered, were marked for identification DEFENDANT'S EXHIBIT T, DEFENDANT'S EXHIBIT U, DEFENDANT'S EXHIBIT V, and DEFENDANT'S EXHIBIT W.)

Q (By Mr. Peterson) Mr. Poole, what, if any, particular instances can you recall of having removed rock from the Big Cut?

A Well, I don't know just what you mean.

Q I mean from the roadway, sir. That wasn't a very good question.

A Well, I don't know that I can quote the dates, although I have them, because I keep a diary, which I haven't with me, but sometime in the fall of the first -- the first fall after the road was opened. We moved rocks, I think, on September the 11th. Now, these dates may not be exact, but I believe that was the date, and on the

A23

12th was a large deposit of rocks that fell into the road, and we had to call out, if I recall right, the grader operator at that time, and use the caterpillar grader we had to remove this rock, and I think that was on a Sunday, which, if I am correct on that date, the overtime should show for this man, because he was off.

Q Now, Mr. Poole, I am going to hand you -- did you have some more instances, sir?

A Well, yes. This morning at four o'clock I was called out.

Q Mr. Poole, state to the jury, sir, during the summer months how often, on the average, would you be called out to clear the roadway?

A Well, I wouldn't say how often I am called out, but it is various times. People stop at the first little store -- they go by the name of Erb's store -- Mr. Harper runs it -- at the foot of Low Pass on the east side, and report rocks in the cut, and he usually calls me, and so many times I have been called out at night, and in the summertime, if you would ask, I would say that the calls are not so often, but I have made it a practice of every Sunday morning to drive over the highway as far as going through the Low Cut, this Low Pass, this cut on Low Pass, every Sunday morning, and there is very few times that I don't find rocks that are -- now, don't get

A24

the idea that I am saying they are closing the road or anything like that, because that is a four-lane road across the top, and it would perhaps -- maybe a rock the size of a wheelbarrow would hit here, and splatter off into a bunch of smaller rocks, into one or two lanes, and that happens, maybe, you might say, once a week.

End
3-4

P-5
k-22

Q And these slides and ravelings that you spoke of, from which slopes are those coming?

MR. BIGGS: Just a moment--if he knows.

Q Yes, thank you.

A What was the question?

(Question read.)

Q If you know.

A From the north and south slope. To my judgment, it is heavier on the north slope than it is on the south, although there is raveling from both sides. But it is the steeper slopes that this stuff is coming from.

Q When you say "steeper" or"higher" slopes--would you step down to the model and point out to the jury what you mean by that? Stand aside so they can see it.

(Witness indicating model.)

A This is where the majority of the stuff comes, here on the north side. Most of it has come down--most of it that has come down, has come from here to here, on this side. Although there is some over here. The majority, to my knowledge, is on the north side. Not too much here, and this bench here doesn't catch too much stuff.

Q Have you ever removed any ravel from the bench on either side?

A No.

k-23

Q I will hand you Exhibits S, T, U, V and W, and will ask you if you recognize any of those photographs as being representative of the conditions in the Big Cut, since July, 1954. Just look at each of them, sir.

MR. BIGGS: Did you say Exhibit S? I thought the model was Exhibit S.

MR. PETERSON: I think I did, thank you. I should have said Exhibits T, U, V and W.

Q (By Mr. Peterson) Do you recognize those as being of the Big Cut?

A I do.

(Photographs handed to counsel for examination.)

MR. BIGGS: I presume if it becomes important, counsel will be able to supply the record with the date they were taken and by whom, your Honor. Otherwise we have no objection.

THE COURT: They will be admitted. Will you hand them to the reporter to be marked.

(The photographs, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBITS T, U, V and W.)

Q (By Mr. Peterson) State whether or not, Mr. Poole, your practice is to patrol this section every day either with

k-24

your crew or by yourself, or both.

A We don't necessarily patrol the section every day with the crew, but incidentally if we are working east of headquarters--which I am east of the Low Pass--I either send a man up through the Low Pass or go there myself. That is every morning through the winter months, because it is a good practice since there is oftentimes a rock large enough to cause a person to have a wreck or bust a tire or high-center on.

Q Were you through the pass this morning?

A I was, at four o'clock.

Q Did you notice any slide conditions?

A No, there was no slide in the cut this morning, although there was a few rocks, but we had another large slide just east of the Big Cut off the north bank of the highway, that blocked the highway about an hour until we could get a scoopmobile up and get it opened for travel again.

MR. PETERSON: I would like to hand those to the jury, if that will not delay proceedings too long, your Honor. I don't want proceedings to drag.

We have no further questions, your Honor.

CROSS EXAMINATION

BY MR. BIGGS:

Q Do you have any other cuts on your section of the highway

k-25

that are comparable to this one either in depth or size, Mr. Poole?

A No, I don't believe we have. I believe that is the deepest or highest cut we have.

Q How far do you extend?

A Thirty miles west from Highway 99, and let's see--the Low Pass--I would have to figure that.

Q Well, I don't care about the details. Is that the only section of the highway you have worked on, in Oregon?

A No, sir.

Q You have been on other sections?

A I have.

Q Do you know of any other rock cut in the State of Oregon, on an Oregon State Highway, as deep as this cut?

A Have you ever been over the--?

Q No, I am asking you.

A I do.

Q Where is it?

A On the Siskiyous.

Q Where on the Siskiyous?

A I believe there is one near the summit of the Siskiyous equally high, but I can't say exactly.

Q This is about 200 feet at its maximum.

A I think there is one on the summit of the Siskiyous nearly as high.

k-26

Q On the Oregon side?

A That is on the Oregon side.

Q And you think that is nearly as high?

A I wouldn't say it is 200 feet, but it is nearly as high. And there are several cuts on the north side of the Siskiyous.

Q I don't know what experience you have had in rock work, but considering the fact that this cut is less than three years old--about two and one-half years old now, and of course the result of extensive blasting operations, as you probably know very well since you are out there--would you say the ravel has been unusual for that kind of cut and the newness of the cut itself? If you know?

MR. PETERSON: Your Honor, there has been no foundation laid for such a question as that. I think it is an improper question for this witness to be asked; he hasn't established himself as a geologist.

MR. BIGGS: He expressed an opinion, if the Court please, which I did not object to.

THE COURT: I will overrule the objection.

A Should I answer it?

THE COURT: Yes, you may answer the question.

A Your question was?

Q (By Mr. Biggs) Considering the newness of the cut and the manner in which it was made--that is the extensive

k-27

blasting made--and the depth of it, whether or not the ravel is unusual as you have described it here.

A Well, I think perhaps that I am not versed well enough to know whether the three years would be usual or unusual for it to ravel in. But as I stated before, and the records will show, I was on the Siskiyous for 12 years and those cuts are raveling as bad or worse today than when they were built.

Q I see. Do you know where the rock you spoke of came from, whether it came from the 1 to 1 slope or the steeper 1/2 to 1 slope? You expressed an opinion and I wondered if you had actually observed that.

A Well, it was my opinion--well, I might say that the biggest percent of all the rock that has come down has been on the lower slopes.

Q Have you actually seen it falling or--

A I have worked there when it fell.

Q Would a boulder the size of a wheelbarrow, as you spoke about, starting somewhere near the top of the cut and cascading 50 feet down that incline, be stopped by the berm there, do you think, Mr. Poole?

A Which berm is that?

Q Well, I mean the bench.

A Well, there has been nothing come from that high a level to my knowledge.

k-23

Q Well, how can you tell?

A On those levels of that lower steeper part, you can go there and I can show you right now where there is softer seams undermined and overhanging, and you can see where they have just broken off.

Q Have you observed that also in the upper area?

A I have watched that also and there is a few that have come down from thehigher levels, but a small percentage because there is no cavities or slides to indicate that it has come out, although there could be smaller ones come down, but not too many.

Q I just wondered how you observed the upper part. It is hard to get up there, and you don't attempt to do that, do you?

A No, I have no reason to.

Q And you can't see it, can you?

A Yes, I can, from the top of the old highway.

MR. BIGGS: I see. All right, that is all.

THE COURT: We will recess at this time for a few minutes. Ladies and gentlemen of the jury, you may retire to the jury room.

(Recess.)

end
P-5

C-6
A25

THE COURT: Mr. Peterson, you may call your next witness.

MR. PETERSON: Thank you, sir.

We will call Mr. Lammers, please.

CLINTON LAMMERS was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Lammers, would you state your name into the record, please?

A My name is Clinton Lammers.

Q Where do you live, Mr. Lammers?

MR. BIGGS: Excuse me. I didn't get the first name.

MR. PETERSON: Clinton.

MR. BIGGS: Clinton. Thank you, sir.

A Salem, Oregon.

Q (By Mr. Peterson) By whom are you employed, sir?

A Oregon State Highway.

Q And how long have you been employed for the Department?

A Since May, 1946.

Q And in what department are you employed, Mr. Lammers?

A Cost Analyst Department.

Q And you might tell the jury generally what your duties are, Mr. Lammers.

C-6
A25

THE COURT: Mr. Peterson, you may call your next witness.

MR. PETERSON: Thank you, sir.

We will call Mr. Lammers, please.

CLINTON LAMMERS was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Lammers, would you state your name into the record, please?

A My name is Clinton Lammers.

Q Where do you live, Mr. Lammers?

MR. BIGGS: Excuse me. I didn't get the first name.

MR. PETERSON: Clinton.

MR. BIGGS: Clinton. Thank you, sir.

A Salem, Oregon.

Q (By Mr. Peterson) By whom are you employed, sir?

A Oregon State Highway.

Q And how long have you been employed for the Department?

A Since May, 1946.

Q And in what department are you employed, Mr. Lammers?

A Cost Analyst Department.

Q And you might tell the jury generally what your duties are, Mr. Lammers.

A26

A We work in the Cost Analyst Department compiling data and check on contracts and follow construction work.

Q Does following construction work entail going into the field, sir, to look at jobs?

A It does.

Q And what, if anything, do your duties have to do concerning getting from contractors accounts of their costs? Do your duties embrace that also?

A Yes, it does.

Q Mr. Lammers, -- and I might say this for the benefit of other witnesses who will follow, your Honor, so I probably will not have to repeat it again -- it has been testified here, and I will read it verbatim, by Mr. McDougall, "Sometime during the last week of May, 1953, Mr. Eddie Clymer came into my office in Portland with two of his assistants," and then he testified later that Mr. Clymer again came to his office about ten days later, which would be in June of '53, and Mr. McDougall stated that his representatives, accountants, came in. Later in his testimony Mr. McDougall was asked on cross examination to the effect, inquiring, as to who those persons were, and he stated, "I think -- I believe, but I am not certain -- that they were Mr. Kayser and Mr. Paulsen from his department."

Now, my question to you, sir: During the last

A27 week in May, 1953, state whether or not you were in the office of Mr. McDougall at Portland.

A I was not, sir.

Q And during the month of June, were you, sir?

A I was not, sir.

Q And during the month of July, 1953?

A I was not, sir.

MR. PETERSON: That's all.

CROSS EXAMINATION

BY MR. BIGGS:

Q Were you ever there?

A I was, sir.

Q When was that?

A I was with Mr. Kayser the first part of September.

Q When?

A September.

Q In September?

A Yes, sir.

Q Was that the first and only time you were there?

A That is right, sir.

Q That would be September of 1953?

A Right, sir.

Q Yes, sir. Prior to that time, however, you had been collecting costs of the contractor on the Big Cut, had you not?

A28

A I had been on the job with others on occasion.

Q Prior ----

A Prior to that; yes, sir.

Q Prior to September. When did you start gathering costs of the contractor on the Big Cut, Mr. Lammers?

A In September is the first time, sir, -- September of '53.

Q No, I am not talking about from his office, but out on the job. You should know that Mr. Kayser testified prior to anyone going to Mr. McDougall's office, if I correctly recall his testimony, that you -- I believe he named you -- had been out on the job keeping records of the equipment time of the contractor on the Big Cut.

A That's right.

Q And when did you start doing that?

A Sometime the latter part of '52, sir.

Q Sometime the latter part of '52. As early as December or November of '52?

A November or December.

Q You started gathering cost data on equipment use?

A I collected the equipment time that they furnished monthly.

Q I see. When did you first observe that they were running into rock out in the cut?

MR. PETERSON: Just a moment, Mr. Lammers.

That, your Honor, is entirely outside of the scope of the direct examination. This man has not set up any

A29 foundation for such a question as that, nor has the prior testimony permitted it.

MR. BIGGS: I think, if the Court please, Mr. Kayser's testimony was to the effect that they started gathering the costs on the equipment use of the contractor out on the job prior to the completion of the job, and when they found out what they were getting into in the Big Cut.

THE COURT: I think the objection was that it was outside the scope of the direct examination, and I will sustain the objection.

MR. BIGGS: May I at this time, if the Court please, make the witness my own witness for that question?

THE COURT: You may do so.

MR. BIGGS: Yes.

(Witness excused.)

A30 CLINTON LAMMERS was thereupon produced as a witness for examination in behalf of the plaintiff, and, having been previously sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you answer the question, Mr. Lammers?

MR. PETERSON: Read it.

Q (By Mr. Biggs) When did you first learn that they were into rock and were systematically drilling and blasting in the Big Cut?

A That would be the latter part of February, 1953.

Q You knew then that they were systematically drilling and blasting?

A They had started.

Q Yes. Was that, to your knowledge, just a crust or an overcap, or was that the commencement of the rock that would continue clear down, if you know?

MR. PETERSON: Just a moment, your Honor. That, even for his own witness, -- there has been no foundation laid there whether this witness is qualified to know whether a given embankment is rock or what it is.

MR. BIGGS: He can very easily, if the Court please, say whether he knows or not.

THE COURT: Do you know the answer?

A I would not know.

A31 Q (By Mr. Biggs) You would not know. Did you report that to your superior?

A No, I did not, sir.

Q When did you first report to Mr. Clymer or Mr. Kayser or any other superior ----

MR. LINDAS: If the Court please, I am objecting to it. It is a leading question.

MR. BIGGS: Would you let me finish it?

MR. LINDAS: He asks the question, "When did you report?" It is a leading question. It is his witness.

MR. BIGGS: This is also an adverse witness.

MR. LINDAS: You did not qualify him as an adverse witness.

MR. BIGGS: I will stand by the question. I would like to finish the question.

THE COURT: You may finish the question.

Q (By Mr. Biggs) When did you first report to Mr. Clymer or Mr. Kayser or any other superior in your office, if you did so report, the fact that the contractor was systematically drilling and blasting rock out in the Big Cut?

A I did not so report.

Q Did you ever so report?

A No.

MR. LINDAS: I am going to ----

MR. BIGGS: You did not. That's all.

A32

CROSS EXAMINATION

BY MR. PETERSON:

Q Going on to these jobs, including the Low Pass job, was early in the construction of any project as part of your duties, was it not?

A Yes.

MR. PETERSON: Thank you. That's all.

THE COURT: You may step down, Mr. Lammers.

(Witness excused.)

MR. PETERSON: I will call Mr. Wechter, please.

A32

CROSS EXAMINATION

BY MR. PETERSON:

Q Going on to these jobs, including the Low Pass job, was early in the construction of any project as part of your duties, was it not?

A Yes.

MR. PETERSON: Thank you. That's all.

THE COURT: You may step down, Mr. Lammers.

(Witness excused.)

MR. PETERSON: I will call Mr. Wechter, please.

A33 KENNETH T. WECHTER was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Wechter, will you state your full name into the record?

A Kenneth T. Wechter.

Q That name is Kenneth, sir?

A Kenneth T.

Q Mr. Wechter, you heard the recitation of the evidence that I just quoted and paraphrased to Mr. Lammers, did you, sir?

A Yes, sir.

Q Now, I will ask you, during the last week of May, 1953, were you in the office of Mr. McDougall in Portland, sir?

A No, sir.

Q And during the month of July were you in his office?

A No, sir.

Q I might ----

MR. BIGGS: If the Court please, just one moment. I move that all be stricken. I don't see what relevance that has.

MR. PETERSON: Yes, you are right. I have gotten ahead of myself.

THE COURT: I will sustain the objection. Strike the answers.

A34

MR. PETERSON: Yes, it may be stricken.

Q (By Mr. Peterson) You are employed by the State Highway Department in their Cost Analyst Department, are you not, sir?

A That's right, sir.

Q And in what capacity, sir?

A Assistant cost estimator.

Q And as assistant cost estimator, just generally, what are your duties, sir?

A Well, my duties are to help on estimating future contracts and also making cost analyses of contracts that I have in my territory.

Q And does that entail, sir, examining records of contractors?

A It does, sir.

Q Now, I will ask you, sir, those questions again: During the last week of May, 1953, did you have occasion to go to the office of Mr. McDougall in Portland?

A I did not, sir.

Q And during the month of July, 1953?

A No, sir.

Q And the month of August, 1953?

A No, sir.

MR. PETERSON: You may inquire.

A35

CROSS EXAMINATION

BY MR. BIGGS:

Q Did you ever go to ----

MR. PETERSON: Excuse me. I left out June. May I ask that, counsel?

MR. BIGGS: Certainly.

MR. PETERSON: Did you go during the month of June?

A No, I did not.

Q (By Mr. Biggs) Did you ever do any work on Mr. McDougall's books?

A No, sir.

Q That wasn't a project that you were assigned to?

A No, sir.

MR. BIGGS: That's all.

MR. PETERSON: Thank you, Mr. Wechter.

THE COURT: You may step down.

(Witness excused.)

MR. PETERSON: Call Mr. Sugnet.

A36 FRED W. SUGNET was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

MR. BIGGS: Is it your purpose to show that this witness also hadn't been in his office?

MR. PETERSON: That's right.

MR. BIGGS: Conceded.

MR. PETERSON: Do you concede it, sir?

MR. BIGGS: Yes, if he is going to testify that. I presume you could call most of the people in Salem and have them testify to that.

MR. PETERSON: Oh, counsel, I think the inference ----

MR. BIGGS: Well, I mean ----

MR. PETERSON: -- is not at all good, sir.

MR. BIGGS: This parade of witnesses, if the Court please, is ----

MR. PETERSON: Are you conceding that he was not there?

MR. BIGGS: Yes, I presume that is what he is going to testify to.

MR. PETERSON: And do you stipulate that he was not there?

MR. BIGGS: All right.

MR. PETERSON: Well, I would like to know whether ----

MR. BIGGS: I have conceded that. Surely.

MR. PETERSON: You have stipulated that he was not there during the times mentioned.

A37 MR. BIGGS: That he will so testify. You might give us his name, if you are being serious about it.

DIRECT EXAMINATION

BY MR. PETERSON:

Q State your name into the record, please, sir.

A Fred W. Sugnet.

Q Are you a cost analyst, sir?

A I am assistant cost analyst, sir.

MR. PETERSON: That's all.

THE COURT: You may step down.

(Witness excused.)

MR. PETERSON: Now we will call Mr. Layton.

A38

CLIFFORD E. LAYTON was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q State your name into the record, sir.

A Clifford E. Layton.

Q Are you a cost analyst in the Cost Analyst Department of the State Highway Commission?

A Yes, sir.

MR. PETERSON: Does counsel wish to stipulate that this man was not ----

MR. BIGGS: If that is all you are calling him for, Mr. Peterson, it seems to me there is no use in going into all that form. Why don't you ask some person the names of all the people in that department, and if any names are recognized by Mr. McDougall we will tell you.

MR. PETERSON: Very well.

Q (By Mr. Peterson) Will you name all of the parties, the employees, in the Cost Analyst Department, Mr. Layton, that have not so far testified?

A Mr. Harry Sturgis.

MR. PETERSON: Mr. Sturgis.

Now, I will stop right there and ask counsel if they will stipulate that Mr. Sturgis will testify that

A39

he was not there.

MR. BIGGS: He doesn't know Mr. Sturgis.

MR. PETERSON: Well, if your Honor please, that is not adequate.

MR. BIGGS: Go ahead, Mr. Peterson. I just thought I could save time. If you want to go ahead this way, that is your privilege.

MR. PETERSON: Saying he doesn't know them, your Honor, is not adequate, because in his own testimony he wasn't sure who they were, but said somebody was there.

MR. BIGGS: I appreciate that. If counsel wants to proceed with this that is all right.

Q (By Mr. Peterson) Mr. Sturgis, you heard the testimony ----

A I beg your pardon, sir, but my name is Layton.

Q Mr. Layton, I mean.

A Yes, I have.

Q And were you ever in the office of Mr. McDougall in Portland during the last week in May?

A No, sir.

Q And during the month of June?

A No, sir.

Q And during the month of July?

A No, sir.

Q All in 1953?

A No, sir.

A40 MR. PETERSON: That's all.

CROSS EXAMINATION

BY MR. BIGGS:

Q Did you ever do any work on Mr. McDougall's project?

A No, sir.

MR. BIGGS: That's all.

MR. PETERSON: That's all.

THE COURT: Step down.

(Witness excused.)

MR. PETERSON: Now, Mr. Sturgis, please.

A41 HARRY RALPH STURGIS was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q State your name in the record, Mr. Sturgis.

A Harry Ralph Sturgis.

Q Is that Harry?

A Yes, sir.

Q And are you employed in the Cost Analyst Department, sir, of the State Highway Commission?

A Yes, sir.

Q You have heard the statements made in the last 15 minutes in the courtroom here, haven't you, sir?

A Yes, sir.

Q State whether or not, during the last week in May, 1953, you were in the office of Mr. McDougall in Portland, sir.

A I was not.

Q And were you there during the month of June, 1953?

A No, sir.

Q And during the month of July, 1953?

A No, sir.

MR. PETERSON: That's all.

A42

CROSS EXAMINATION

BY MR. BIGGS:

Q Were you ever there?

A No, sir.

Q Did you ever do any work on the project?

A No.

MR. BIGGS: That's all.

MR. PETERSON: Thank you, Mr. Sturgis.

(Witness excused.)

MR. PETERSON: Call Mr. Baker.

A43 CURTIS H. BAKER was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Baker, will you state your name into the record?

A Curtis H. Baker.

Q Are you employed in the Cost Analyst Department of the State Highway Commission?

A Yes, sir.

Q And you have heard the remarks and the testimony in the last 15 minutes in the courtroom, have you, sir?

A Yes, sir.

Q I will ask you, sir, during the last week of May, 1953, were you in the office of Mr. McDougall in Portland?

A No, sir.

Q And during the month of June were you?

A No, sir.

Q And during the month of July, also, in 1953?

A No, sir.

MR. PETERSON: That's all. Thank you.

CROSS EXAMINATION

BY MR. BIGGS:

Q How many assistant cost analysts are there in the Department, Mr. Baker?

A44 A I believe six.

MR. BIGGS: That's all.

MR. PETERSON: That's all. Thank you.

(Witness excused.)

MR. PETERSON: Call Mr. Paulsen, please.

A45 CHESTER E. PAULSEN was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Will you state your name into the record, please?

A Chester E. Paulsen.

Q Are you employed by the State Highway Commission?

A Yes, sir.

Q In what department?

A Cost Analyst.

Q How long have you been in that department, sir?

A Sixteen years.

Q And what is your rating, shall we say?

A Assistant to the Chief Cost Analyst, and, at the present time, Acting Chief Cost Analyst.

Q You have heard the testimony and the statements made in the last few minutes?

A I have.

Q Were you at the office of Mr. McDougall in the last week of May, 1953?

A I was not.

Q And during the month of June were you in his office?

A I was not.

Q And during the month of July, 1953?

A46

A Yes.

Q And state when that was.

A July the 24th.

Q July the 24th. And would you state into the record, sir, what the purpose of your call was?

A I accompanied Mr. Clymer to the office at the request of Mr. Smith to ascertain the extra cost, if any, that would be entailed by Mr. McDougall if we put on a two-foot, approximately a two-foot, blanket of rock over the entire project for strengthening purposes.

Q Was that the only time that you were in Mr. McDougall's office during the month of July?

A Yes, sir.

Q You, of course, were acquainted with Mr. Clymer during his lifetime, sir?

A Very much so; worked with him at all times.

Q And did you work in the same office with Mr. Clymer?

A At the same desk, you might say. We had two adjoining desks pushed together.

Q And state whether or not, to your knowledge, Mr. Clymer maintained an office diary.

A Yes, sir. Mr. Clymer did the same as we all do.

Q And state whether or not you are familiar with Mr. Clymer's handwriting, sir.

A I am one of the very few people, I believe, that can read

A47 it consistently.

Q And state whether or not you have observed Mr. Clymer at any time or times making entries in his diary.

A Many times.

Q I might ask you, Mr. Paulsen, what do you base your date of July 24th on on which you say you were there?

A I have it in my own diary, also, and also I have found it in Mr. Clymer's diary.

End
C-6

P-7
k-29

(Diary, so offered, being diary of Edward Clymer for the year 1953, was thereupon marked for identification DEFENDANT'S EXHIBIT X.)

Q (By Mr. Peterson) I will hand you Defendant's Exhibit X and ask that you examine the handwriting in that book. Will you examine it as to the entries for the last week in May, 1953.

A The last of May? The 24th--

MR. BIGGS: Just one moment, please.

Q (By Mr. Peterson) Just the handwriting, please.

A Oh.

Q As it progresses through that week and through the month of June and July, sir.

A All right. By the way, there are around two weeks there for vacation.

Q Just the handwriting, that is all.

A Yes, sir.

Q During the last week of May, 1953, and the months of June and July, 1953, are all those entries in the handwriting of Mr. Clymer, to your knowledge?

A Yes, sir.

(Diary handed to counsel for plaintiff.)

MR. PETERSON: Your Honor, defendant offers in evidence Defendant's Exhibit X.

k-30

MR. BIGGS: If the Court please, I don't believe that this is competent for any purpose. We are not questioning the authenticity of the diary. It is incompetent and irrelevant. If the matter is important to counsel, it is conceivable that Mr. Clymer may have been in Portland on other business and made the call. It is too remote to have probative value, and we object to it.

MR. LINDAS: If the Court please, there is definite testimony by the plaintiff that he was there on those days.

THE COURT: If you gentlemen wish to heard, I will permit you to do so. Mr. Paulsen, you may step down from the witness stand. Ladies and gentlemen of the jury, you may retire to the jury room briefly.

(The Court, counsel, and the reporter thereupon retired to Chambers, where the following occurred without the presence of the jury:)

MR. BIGGS: We object to that as being wholly incompetent, irrelevant and immaterial, if the Court please, and without any value, even if it were competent evidence, to prove any matter or material issue to this case. The foundation laid for it is merely that it is a book, a diary kept by Mr. Clymer. The witness knew Mr. Clymer well and had seen Mr. Clymer writing in the book. There is no testimony that every job Mr. Clymer discussed while in Portland on any visit is recorded in the diary, or

k-31

the dates of it. The testimony, I presume, would be that the diary makes no mention of the facts he was in Portland prior to--

MR. LINDAS: It shows when he was there.

MR. BIGGS: It is incomplete, and I think it is immaterial and incompetent.

MR. PETERSON: I might say, your Honor, that Mr. Clymer cannot be reached either for his testimony, and the testimony here has shown that it was an office diary that was kept by the deceased; the evidence of the diary is that it shows each day what he did.

MR. BIGGS: May I see the diary?

MR. PETERSON: We expect to show, and the diary will show that if Mr. Clymer made a trip to Bend to look up a project, he set it down in the diary. If he made a trip to Portland, he set it down in the diary what he did in Portland.

MR. BIGGS: What is the evidence of that?

MR. PETERSON: Well, if he went to Mr. McDougall's office, he records it there. He records there, for instance, that he went to Mr. McDougall's office on July 24th, which tallies with Mr. McDougall's testimony. It simply goes to the weight of it to show whether or not Mr. Clymer was in Mr. McDougall's office at any other time between the last week of May and through the months of June and July.

k-32

THE COURT: What is your recollection of Mr. McDougall's testimony on that subject?

MR. LINDAS: He testified in effect that Mr. Clymer was in his office in the last week in May, then about ten days later in June, then he came down here in July to talk to him--or the latter part of June.

MR. BIGGS: Why don't we do this. The matter is a matter of complete indifference to me; I didn't think the whole diary ought to go in. I don't know what else is in it. However, I will stipulate with you that the Exhibit X does not show any entry in the diary of any discussion or of having been in Portland at any time.

MR. PETERSON: Not in Portland, in the office of Mr. McDougall.

MR. ROCKWOOD: It does show trips to Portland.

MR. PETERSON: I don't believe so.

MR. BIGGS: Yes, it does. It shows he called on someone here.

MR. PETERSON: That is the not the date--start with the last week in May, through July, and there is an entry.

THE COURT: Let me ask you this: Are you willing to stipulate that the diary kept by Mr. Clymer did not indicate he had been in Mr. McDougall's office during the months of May or June, or prior to July 24th?

MR. BIGGS: That is just what I was going to say.

THE COURT: Very well, if you will stipulate into the record.

k-33

MR. BIGGS: Yes, I will stipulate that the diary shows no entry of a visit in Jack McDougall's office in Portland prior to July 24, 1953.

THE COURT: All right.

MR. PETERSON: May we have that before the jury?

THE COURT: Yes.

(Discussion off the record.)

THE COURT: If you want to make reference to the stipulation in the courtroom, I will permit you to do so.

(The Court, counsel, and the reporter thereupon returned to the courtroom, where the following occurred in open court within the presence of the jury:)

THE COURT: Mr. Paulsen, will you resume the stand.

FURTHER DIRECT EXAMINATION

BY MR. PETERSON:

MR. PETERSON: Your Honor, so that the jury will know, relative to Defendant's Exhibit X, the parties have stipulated that this diary, which is Exhibit X, does not contain any references between May--the last week of May, 1953, or the month of June or the month of July, save and except July 24, showing any visit by Mr. Clymer to the office of Mr. McDougall.

MR. BIGGS: It is so stipulated, your Honor.

THE COURT: Very well. You may proceed.

k-34

MR. PETERSON: No further questions, your Honor.

CROSS EXAMINATION

BY MR. BIGGS:

Q Mr. Paulsen, were you with Mr. Clymer and Mr. McDougall, in Mr. McDougall's office, when the costs of making a blanket of rock instead of a subbase were discussed?

A Yes, sir.

Q Were you present during all of that time?

A Yes, sir.

Q Was anyone else present with you during that time?

A No, sir. That is from the State Highway Department?

Q Yes.

A No.

Q Was anyone else asked at that time to go over Mr. McDougall's books?

A No, sir.

Q So that the cost accounting then had not been started?

A That's right.

Q That is, started with the books?

A No.

Q But they had started out on the job?

A The only data that our boys picked up was on the equipment time, but no costs.

Q I see. Who was reporting the equipment time?

A To me?

k-35

Q Well, you said, "the boys".

A Well, Mr. Lammers, I think, picked up all of it. Mr. Kayser might have picked up some.

Q What do you mean by "equipment time"?

A The contractor carries a weekly payroll data sheet showing the hours worked on that piece of equipment, and classifie so that we can see what it was doing. It was merely equipment time by the hour.

Q And the type of equipment?

A Yes, the type and kind of equipment, very specifically.

Q And that was being gathered because that was one of the big items in the contractor's cost?

A That is items we use to get our breakdown of how the equipment is being used, so we can classify the various equipment.

Q What is your equipment rate?

A We have one set up that we have used from the A.G.C. for the past 20 years.

Q Would you tell me what that is?

A The State Highway Department equipment rental rate, I think, is the exact title, but I am not sure.

Q I wanted your formula for your rate.

A We have none; it is set up by each piece of equipment.

Q But what is the formula?

A The formula is so much per hour.

k-36

Q So much per hour?

A Yes, sir.

Q And who fixes the rate per hour?

A Who--we have fixed that over a period of time on a modified A.G.C. basis.

Q Do you have a list of those?

A Not with me, no, sir.

Q But you do have them available ?

A Yes, sir.

Q Covering the costs of the type equipment that Mr. McDougall was using?

A Yes.

Q And you can make that available to me through counsel?

A Yes.

Q Did you actually, yourself, Mr. Paulsen, ever make a study of Mr. McDougall's costs ?

A Only in the office after the boys had partially completed them.

Q Yes, and did you examine the equipment rental rate that he used, the equipment ownership that he charged?

A No, sir, we do not take that into consideration.

Q You did not compare his actual cost then with his equipment rate?

A No, sir.

Q You did not?

K-37

A No, sir.

Q Whether Mr. Kayser did or not, you don't know?

A No, sir.

Q What is "A.G.C."?

A American General Contractors Association.

Q And that is an association of all the contractors, is that correct?

A The major contractors who belong to it, which comprises about 95 per cent of all the contractors.

Q And they have adopted a schedule or formula for fixing the hourly rates which are properly chargeable as the cost of equipment ownership or maintenance in contracting jobs ?

A No, sir.

Q What is that?

A The rate that they use is not comparable to ours, and that's why it was modified. The rate they use is a rate made up of what they should get for their equipment if they rent it, which shows a considerable profit.

Q What is the rate you use?

A Bare rental rates, to try to get the actual costs of the equipment.

Q Are they the rates you pay the contractors?

A No, sir.

Q On force contract work?

K-3

A No, sir.

Q I wish you would help there a little. You have told me all the things your rate isn't--I would like to know what it is.

A I can very easily.

Q Very well.

A The equipment rate we use is bare rental rate as to what equipment is worth per hour, what it costs him per hour, to own and maintain the equipment. The rate we use on force account rental rates--

Q (Interposing) Let's take them one at a time. The rate you use to determine what the costs are of excavation, you try to adopt a rate of what it would cost a contractor to use and own the equipment on that job, is that right?

A That's right.

Q And you have no formula by which you produce that but you just arbitrarily take a rate out of the air?

A No, sir.

Q Then tell me how you arrive at it.

A We have taken the rates as adopted by the A.G.C.-- I will shorten it to that.

Q All right.

A We have taken the A.G.C. rates and we have, to the best of our ability, made them less by the amount of profit that a contractor would normally expect to make out of equipment that he rented.

k-39

Q What is that profit which he would normally expect to make?

A Well, I will put it this way--which will lead me into the second part of it slightly, sir. The normal profit, as we can figure and base it, for equipment on our force account rental rates will run between 20 to 25 per cent, sometimes better.

Q Twenty or twenty-five per cent of what?

A Costs per hour of the equipment.

Q You mean then that your rates are probably 20 or 25 per cent less than the A.G.C.?

A Yes, sir.

Q Do you know what goes to make up the A.G.C. rates?

A It is--

Q What items?

MR. PETERSON: May I just interrupt, your Honor. I would like to suggest that if this is going to continue, counsel should make the witness his own witness.

MR. BIGGS: If you are objecting that it is beyond the scope--

MR. PETERSON: Yes.

MR. BIGGS: I had hoped that the witness would answer the question a little more clearly.

THE COURT: Are you making that objection?

MR. PETERSON: Yes.

k-40 THE COURT: I will sustain the objection.

MR. BIGGS: I presume someone from the State will be called to testify directly on the subject, is that correct?

MR. PETERSON: I am not certain that they will. If you want to call someone, you are at liberty to do so.

MR. BIGGS: Very well.

end
P-7

C-8
A48

Q (By Mr. Biggs) Who is Mr. Smith, that you said authorized you and Mr. Clymer to call on Mr. McDougall?

A Mr. H. G. Smith, at that time, was Construction Engineer of the State Highway Department.

Q He was an officer, then, or an engineer, of the Highway Department,----

A Yes, sir.

Q --who was your superior?

A My superior over Mr. Clymer. Mr. Clymer was my immediate superior.

Q Mr. Clymer was your immediate superior. And Mr. Smith was Mr. Clymer's immediate superior. Is that correct?

A Yes, sir.

Q And he authorized you two gentlemen to go up to Mr. McDougall's office to discuss with Mr. McDougall the extra costs of putting a rock blanket as a subbase on the surfacing of this road. Is that correct?

A Yes, sir.

Q In lieu of the crushed rock that was already -- that the plans called for?

A Partially in lieu of part of it and partially to strengthen the subgrade, which was rather soft in some places.

Q And how large a blanket of rock were you discussing?

A Around two foot depth.

Q Around two feet depth?

A49

A Over the total.

Q What had the specifications called for?

A As far as I know, there were no direct specifications.

Q No, as to the crushed rock.

A As to the crushed rock, I would have to look at the specifications to tell you.

Q Around eight inches?

A I think it was around eight inches of crushed.

Q Around eight inches?

A Yes.

Q And that was the rock that you were considering employing, was the rock that was coming out of the Big Cut. Is that correct?

A Yes, sir.

Q How long were you in Mr. McDougall's office at that time, Mr. Paulsen?

A I do not remember, but I would -- we arrived there in the morning, and we left before lunch, so I would say in the neighborhood of two hours.

Q About two hours?

A Yes.

Q No reference at any time, then, was made to his costs up to that time?

A Not on costs. We were not there for costs, and we didn't ask for costs.

A50

Q I see. But you were just discussing at that time the rock that was coming out of the Big Cut and how it could be employed in making a blanket on the highway. Is that correct?

A Yes, sir.

MR. BIGGS: That's all.

REDIRECT EXAMINATION

BY MR. PETERSON:

Q Just one thought. You were asked concerning the picking up of -- I believe it was time sheets on the job?

A Yes, sir.

Q For use of equipment. And I will ask you if that isn't usual on every job throughout the tenure of the entire job.

A Yes, sir; for all our major contractors who keep good office records, they ordinarily -- and they all keep time slips so they know what their equipment is doing and how many hours it works, so they, themselves, can write off their equipment time.

MR. PETERSON: Thank you. That's all.

RECROSS EXAMINATION

BY MR. BIGGS:

Q Just one other question. When did you first, Mr. Paulsen, study the type of equipment or observe the type of equipment that was being used out on the Big Cut by

A51 Mr. McDougall?

A As to actual observation, as to study, I never studied it, because I didn't ----

Q Was the equipment that was being reported out there rock-moving equipment?

A Yes, sir. After they started -- I will qualify that, sir.

Q Yes. And after they started ----

A After they started drilling it was rock equipment. Before -- first they brought in dirt equipment.

Q Yes, sir. And when did you first know that they were using rock-drilling equipment, rock-excavating equipment, out on the job, Mr. Paulsen?

A I'm not sure. I might be able to tell you the exact date.

Q Would you record a matter of that kind in your diary?

A I record where I have been when I am on trips, which will tell me.

Q I see.

A February the 19th, I am fairly sure.

Q It was February 19th of what year?

A 1953.

Q And at that time you were aware of the fact that they were using rock-drilling equipment out there?

A Yes, sir.

Q Yes. When did Mr. Smith authorize you and Mr. Clymer to

A52

go to Portland and discuss this matter of using the rock from the cut with Mr. McDougall?

A I am not certain of the date, but it was very shortly before we went.

MR. BIGGS: That's all.

MR. PETERSON: Thank you, Mr. Paulsen.

(Witness excused.)

MR. LINDAS: Shall we proceed, your Honor?

THE COURT: It is very close to the time for evening recess. If you gentlemen desire to, I will recess at this time for the day.

MR. LINDAS: Otherwise, if the Court please, the man I would have to call now would have to step aside in the morning for another one that I must call.

THE COURT: Very well. We will recess at this time for the day.

Ladies and gentlemen of the jury, you may be excused at this time, then, until 9:45 tomorrow morning, and it should be remembered by you that it is your duty not to discuss the case among yourselves or with any other persons on any subject connected with this trial, nor are you to make up any opinions on it until you have heard all of the evidence on both sides.

You may now be excused until 9:45 tomorrow

A53 morning.

(Thereupon, at 4:22 o'clock P. M. of this date, Monday, January 16, 1956, an adjournment was taken until tomorrow, Tuesday, January 17, 1956, at 9:45 o'clock A. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

HART McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

We, B. B. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Monday, January 16, 1950, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly impaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 93 pages of typewritten matter, numbered 652 to 744, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Monday, January 16, 1956.

Dated at Salem, Oregon, this 16th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

F-1[illegible](3) Low Pass Rec. of the Siuslaw 1952
Rvr., about 2 miles east of
[illegible] [illegible] Folder #1

RECEIVED
MAY 10 1956
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22nd, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

query
please put this in
the safe "as is".
Release only
as directed

Dear Sir:

Reference is made to the Low Pass Section of the Siuslaw Highway in Lane County, Oregon. Attached to this letter is the original driller's log of the deep test hole driller at Station 48+45 Lt. 2 feet. Mr. C. W. Enfield, Chief Counsel, has requested that this log be kept in a safe place, as it will be important evidence in the pending Natt McDougall suit.

In view of the above, would you please keep this log in your safe until such time as it is needed by the Legal Department? It is recommended that it be released only to those persons designated by Mr. Enfield or Mr. Baldock.

12/27/

A copy of this log has been made and will be kept in the Low Pass job file in my office. This file is available for inspection at all times.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

cc to: R. H. Baldock
C. W. Enfield
H. G. Smith

original of this
letter in general files,

RECEIVED
MAR 19 1954
FOR FILING

2
2-245

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

3754

February 26, 1954

Hart, Spencer, McCulloch, Rockwood & Davies
Attorneys at Law
Yeon Building
Portland, Oregon

Re: Claim of Natt McDougall Company
Low Pass Section of the Siuslaw
Highway, Lane County - Contract
No. 3754

Attention: Mr. Fletcher Rockwood

Gentlemen:

Following your visit to my office on January 25, 1954, at which time we discussed the matter of the claim of Natt McDougall Company in connection with State Highway Contract No. 3754, we searched the law with respect to making a recommendation to the Highway Commission concerning the action to be taken by the Commission with respect to this claim. As a result of this legal research it was my opinion and my recommendation to the Highway Commission that the Commission should deny this claim because of the serious doubt as to whether the facts of this claim fall within the provisions of Section 8-11 of the contract, and as to whether the Commission has the lawful authority to make such a substantial change in the contract as embraced in this claim.

These areas of uncertainty with respect to this claim, and my recommendation to the Commission, are contained in a letter to the Commission dated February 19, 1954, a copy of which is enclosed herewith for your information, as directed by Commission Chairman Ben R. Chandler, pursuant to a discussion he had with you, and with the further understanding that this letter is merely informative in nature and does not constitute an admission or a statement against interest by or concerning the State or the State Highway Commission in any nature whatsoever.

I understand from Mr. Chandler that the Natt McDougall Company will probably institute litigation with respect to this claim, and should you desire any further clarification of the Highway Commission's position prior to instituting litigation, I will be glad to discuss the matter with you at your convenience.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer
Robert L. May
Leonard Lindas
G. E. Rohde

agenda

2 j

AGENDA
FEB 24 1954

2 j

FORM E-125 50M REVISED 3-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 19, 1954

Re: Claim of Natt McDougall
Company on the Low Pass
Section of the Siuslaw
Highway, Lane County
Contract No. 3754

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds,
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver,
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

On July 10, 1952, Contract No. 3754, calling for grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County, was awarded to the Natt McDougall Company. The bid and contract price was $753,510.00. In making this bid, the contractor allowed $0.45 per cu. yd. for excavating 847,000 cu. yds. of unclassified material. His attorney now contends that this bid was based upon representations by the State, upon which he was entitled to rely, to the effect that the material to be excavated was soft and capable of removal by shovel, whereas in fact it was hard and required blasting, at a cost of approximately $1.10 per cu. yd. The attorney argues that the State is therefore obliged to modify the contract price pursuant to the following section thereof:

> "8-11. Changed Conditions
>
> Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of cost and/or difference in time resulting from such conditions."

C.C.R.

In support of the position that the above section is applicable, the attorney points to the original provisions in the plans calling for a one to one slope and to the provisions for disposition of fill material, both of which contemplated that soft material rather than hard rock would be encountered and both which were subsequently modified. He further claims that the two week interval between June 26, 1952, when the project was advertised, and July 10, 1952, when the bids were opened, did not allow the contractor sufficient time to make test borings for his own investigation, and therefore he necessarily had to rely upon the indications of the type of material to be encountered as contained in our plans and specifications.

The total amount claimed to be due over and above the contract price is $250,000.00. This sum represents the difference between $300,000.00, the alleged total extra cost due to encountering rock, and $50,000.00, the amount by which the actual cost of clearing and grubbing fell short of the bid price for this item. This claim originally came to the Commission's attention by way of a letter from the contractor to the Engineer dated August 5, 1953. It was rejected by the Commission on September 24, 1953, and the contractor was so informed by a letter from the Engineer dated October 31, 1953.

The contractor's contention that the Commission is authorized and required to pay or compromise this claim requires that both of the following propositions be true: (1) The intent of the contracting parties was such that, under the facts, Section 8-11 of the contract, would be applicable and would be required that additional compensation be paid; and (2) the payment of such additional compensation would not be contrary to any overriding provision of the law as set forth in the statutes of this State.

It is my opinion that there is sufficient doubt as to the validity of each of these propositions as to require that the claim be denied. Thus, to take the first proposition, a good argument can be made that Section 8-11 is not applicable, since the risk of encountering rock was assumed by the contractor in his bid. Our engineering department states that the provisions for "slope" and "fill", although perhaps indicative, are not considered as warranties or controlling factors amongst contractors generally. McDougall is presumed to have known this. He also could have determined, from all the data available to him concerning the test boring made by the State, that hard material would be encountered in the deeper part of the cut. Thus the following, from page number 4 of the special provisions is applicable:

> "Test Pits, Drilling, Et cetera:
>
> The State has conducted subsurface exploratory operations on the project as indicated on the plans. Logs of these explorations are available for inspection from the engineer designated to show the project to interested parties. The State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered."

As respects the contractor's contention that, because of the limited time available to him, he was entitled to rely upon the "representations" made by the State as to the kind of material to be encountered, it can well be argued that no representations were made. The short time factor may prove to be embarrasing, however, since in some cases the courts have declared that this will cause the State to be bound, notwithstanding general provisions in the contract to the contrary.

Even if we assume that McDougall is correct in his contention that the conditions he encountered bring him within the scope of Section 8-11 of the contract heretofore quoted, the Commission is confronted with the further problem of the extent of its power to modify the contract under such contract provision. The question put very simply is this -- What authority does the Commission have under Section 8-11? About all that can be said with any degree of certainty is that, pursuant to such provision and upon the occurrence of the changed conditions specified therein, the Commission may modify the contract where the changes and modifications are incidental to the project covered in the original contract or are such minor changes and additions thereto as may become reasonably necessary in completing the original contract.

There could be no question of the Commission's authority to modify the contract in this particular case if it were not for the following statute:

> O.R.S. 366.405 (1) "The commission, according to law and in open and public session, may let all contracts for the construction, maintenance, operation, improvement or betterment of highways to the lowest and best responsible bidder, determined as a result of a call for competitive bids. The commission may by rule or regulation provide and fix the time or notice which shall be given when bids are called for. The commission may reject any or all bids. If no satisfactory bid is received new bids may be called for, or the work may be done without letting to contract and pursuant to such manner or method as determined by the commission."

Subsection (3) reads in part:

> "On work involving an expenditure of less than $5,000 it is discretionary with the commission whether the project shall be let by contract, performed by day labor or by the commission's own forces. ..."

Thus it is clear that initially the Commission must call for competitive bids on all projects involving an expenditure of more than $5,000.

The problem thus becomes -- What effect, if any, does said statute have upon the Commission's authority to modify the contract as set forth in Section 8-11 of the contract? The answer has not been spelled out by the

Oregon Supreme Court, nor is it clearly enunciated in other jurisdictions. Suffice it to say that, relying somewhat on Oregon precedent and the law of other jurisdictions as well as authorities in the field, there is sufficient doubt raised as to the Commission's authority to modify the contract in the manner requested by McDougall. As was said in a Massachusetts case in a somewhat analogous situation:

> "It would be a vain thing for the legislature to establish these safeguards for the public treasury to govern the initial execution of a contract and yet to permit all the evils thus prohibited to be accomplished by amendment or alteration of such a contract when once executed."

And in Pyle v. Kernan, 148 Ore. 666, 674, 36 P. 2d 580, a case involving the authority of the Highway Commission to alter or change the plans and specifications of contracts already entered, the court said:

> "The statutory requirement that the award of contracts for the 'construction, improvement, repair or maintenance' of public highways be made 'to the lowest and best responsible bidder upon the kind of material or materials selected by said commission' has for its purpose or object free and open competition in the letting of public improvement contracts. It is a safeguard against fraud, favoritism, and collusion: 44 C.J. 325. Any contract having a natural tendency to bring about a circumvention of the statute -- by whatsoever scheme or plan -- is contrary to public policy: Terwilliger Land Co. v. City of Portland, 62 Or. 101, (123 P. 57); Montague-O'Reilly v. Milwaukie, 101 Or. 478 (193 P. 824, 199 P. 605)."

Later on in the same opinion the court indicated that the Commission could modify contracts only to a "reasonable degree". If this be the test, it is apparent that the court would have considerable latitude in deciding whether a particular modification was reasonable or unreasonable. When this consideration is coupled with the fact that the Highway fund is declared by law to be a trust fund, with the Highway Commission custodian thereof, prudence alone would dictate that the Commission observe caution with respect to recognizing any claim of this nature.

It is my recommendation that, inasmuch as the law in this jurisdiction is fraught with much uncertainty as to the authority of the Commission in this situation, the Commission deny the claim of the Natt McDougall Company. In so doing it is recognized that if this claim is litigated by McDougall, he might prevail. But if it should be so decided, the Commission would not be found wanting in its public trust. It must be recognized that the Commission has absolutely no authority to pay claims that are not lawful, and that if the McDougall claim is recognized and paid by the Commission at this point, it might subsequently be determined by the courts that the

Commission had no authority to do so. Needless to say, this would be extremely embarrasing for everyone concerned. On the other hand, the State has lost nothing if it should subsequently be determined by the courts that the claim made by the contractor in this case is a valid one and should be paid by the State.

Very truly yours,

C. W. ENFIELD
Chief Counsel

TJR:ia

cc - R. H. Baldock
- W. C. Williams
- H. G. Smith
- H. B. Glaisyer
- Forrest Cooper

RECEIVED
MAR 19 1954
FOR FILING

AGENDA
FEB 24 1954

2-7

EF-1[illegible]

3754

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the February 24-25 meeting of the Highway Commission:

Report on claim of Natt McDougall Company, contract No. 3754, Low Pass Section of the Siuslaw Highway, Lane County.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

CWE:avh
cc - G. E. Rohde
Thomas J. Reeder
Ernest Lundeed

CEK

Mr. R. H. Baldock

February 9th, 1954

RECEIVED FOR FILING
PF-[illegible]

NOTED
State Highway Engineer

Low Pass Section
Contract #3754

COST ANALYSIS TO FEBRUARY 1954
Grading
Natt McDougall, Contractor
J. F. Putnam, Resident Engineer

Siuslaw Highway
Prefix 20-1079

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$51,996.77	$90,000.00
Struct. Excav.	1,538	Cu. Yd.	5.00	2.90	4,460.57	7,690.00
Trench "	283	" "	2.50	1.78	502.69	707.50
General "	740,000	" "	0.45	0.73	542,866.49	333,000.00
Short Overhaul	2,715,000	Yd. Sta.	0.015	0.224	60,789.72	40,725.00
Long "	33,000	C-Yd. Sta.	0.65	0.97	32,091.89	21,450.00
Fin. R/B & Slopes	1.2	Mile	1,500.00	1,730.32	2,076.39	1,800.00
Rounding Cutbanks	7,795	Lin. Ft.	0.25	0.16	1,232.50	1,948.75
18" Corr. Metal Pipe	640	" "	4.85	3.59	2,299.49	3,104.00
48" " " "	48	" "	18.50	16.96	814.08	888.00
18" Corr. Metal Pipe, Extra Strength	1,445	" "	5.50	3.95	5,713.70	7,947.50
24" Corr. Metal Pipe, Extra Strength	656	" "	8.90	6.58	4,313.89	5,838.40
48" Corr. Metal Pipe, Extra Strength	170	" "	22.00	17.68	3,005.69	3,740.00
8" Corr. Metal Perf. Drain Pipe	4,291	" "	4.60	2.62	11,226.48	19,738.60
12" Concrete Pipe	153	" "	2.55	1.22	187.47	390.15
18" " "	123	" "	4.80	3.35	411.89	590.40
30" " "	66	" "	9.40	5.89	388.49	620.40
Salvage Culvert Pipe	7	" "	2.25	1.73	12.10	15.75
3/8"-0" Backfill in Drain	822	Cu. Yd.	5.00	4.85	3,986.40	4,110.00
Concrete Post	6	Each	10.50	7.63	45.75	63.00
PA #2, Bar Run Gravel	255	Cu. Yd.	2.00	1.76	450.00	510.00
PA #3, Ex. Clear & Grub	.7	Acre	2,500.00	2,239.47	1,567.63	1,750.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #3, Detour Exc.	11,073.5	Cu. Yd.	$0.60	$0.53	$ 5,875.38	$ 6,644.10
PA #4, Ex. Clear & Grub	.5	Acre	2,500.00	2,059.86	1,029.93	1,250.00
PA #4, Detour Exc.	8,694.8	Cu. Yd.	1.05	0.91	7,893.79	9,129.54
PA #5, Felling Danger Trees	155	Sq. Ft.	5.00	2.82	437.75	775.00
Force Account					1,739.38	1,961.38
Material on Hand						
Conc. Sight Posts	36	Each	4.05		145.80	145.80
18" Conc. Culv. Pipe	51	Lin. Ft.	1.58		80.58	80.58
24" Ex. Strength Corr. Metal Pipe	32	" "	5.44		174.08	174.08
					$747,816.77	$566,787.93
Amount Received From The Sale of Logs						7,000.00
						$573,787.93

Gross Revenue	$573,787.93
Total Cost	747,816.77
Net Loss	$174,028.84

Net Loss Equals 30% of Gross Revenue

This report covers McDougall's cost only and does not include cost of work done by J. C. Compton, subcontractor on surfacing, oiling and paving. Compton will not finish until about July 1954.

Work Done to February by McDougall
Contract #3754

Detail of Cost
Natt McDougall Co.

Labor:

Supervision	$18,500.00	
Labor	301,163.62	
Labor Insurance	22,376.45	
		$342,040.07

Materials:

18" Corr. Metal Pipe	640	Lin. Ft.	at $2.79	$ 1,785.60	
18" " " Bands	30		" 4.20	126.00	
48" " " Pipe	48	Lin. Ft.	" 11.74	563.52	
48" " " Bands	3		" 11.33	33.99	
18" Corr. Metal Pipe, Extra Strength	1,445	Lin. Ft.	" 3.31	4,782.95	
18" Corr. Metal Bands	72		" 4.20	302.40	
24" Corr. Metal Pipe, Extra Strength	656	Lin. Ft.	" 5.70	3,739.20	
24" Corr. Metal Bands	29		" 6.10	176.90	
48" Corr. Metal Pipe, Extra Strength	170	Lin. Ft.	" 14.25	2,422.50	
48" Corr. Metal Bands	7		" 13.54	94.78	
8" Perf. Drain	4,291	Lin. Ft.	" 1.50	6,436.50	
8" " " Bands	163		" 2.24	365.12	
12" Conc. Culv. Pipe	153	Lin. Ft.	" 0.83	126.99	
18" " " "	123	" "	" 1.61	198.03	
30" " " "	66	" "	" 3.60	237.60	
Concrete Sight Posts	6		" 5.80	34.80	
3/8"-0" Backfill Material	822	Cu. Yd.	" 4.23	3,479.50	
					24,906.38

Equipment Rental & Misc. Supplies:

Equipment Rental (Owned)	$246,450.13	
" " (Hired)	1,533.36	
Gas, Oil & Grease	32,091.37	
Bond (Part)	3,470.95	
P.U.C.	550.00	
P.L. & P.D. Insurance	3,995.79	
Explosives (214,000 Pounds)	38,885.87	
Drill Steel	17,698.95	
Field Office	7,535.10	
Home Office & General Overhead	17,354.74	
Small Tools & Misc. Supplies	5,784.91	
Move In, Freight & Cartage	10,519.10	
		380,870.27

Total Cost $747,816.77

Contract #3754

Drilling Costs on Summit Cut on Low Pass Section

Labor:		
Labor	$ 70,933.48	
Labor Insurance	4,965.34	
		$ 75,898.82
Equipment Rental & Misc. Supplies:		
Equipment Rental (Owned)	$ 13,990.38	
" " (Hired)	1,533.34	
Gas, Oil & Grease	2,946.89	
Explosives (25,500 Caps & 214,000 Pounds)	36,159.22	
Drill Steel & Bits	17,698.95	
Repairs	5,450.00	
General Overhead	12,480.00	
		90,258.78
		$166,157.60

$166,157.60 ÷ 470,261.3 Cu. Yd. = $0.353 Per Cu. Yd.

Low Pass Section
Contract #3754

Remarks:

This was a "Federal Aid Project" for grading and paving 2.54 miles on the Low Pass Section of the Siuslaw Highway in Lane County.

The contract was bid and awarded on July 10th, 1952, work was started on July 30th, and, with the exception of some delay in September due to fire hazard, good progress was made until the latter part of December, when it became too wet to operate. Work was started again in March 1953, and carried on until grading was practically finished in December 1953. Slides which will occur this winter will be cleaned up and the roadbed reshaped in the spring of 1954.

The clearing on this section consisted of a thick growth of virgin and second growth fir and on the steep slopes was quite difficult to clear. The merchantable timber was sold to Montgomery and Spencer for $7,000 who did the logging and hauled the logs to mill. Forest closure during the summer delayed the clearing operations. Power saws, cats and dozers and a 3/4 cu. yd. shovel with clamshell bucket and a crew of about fifteen men made good progress during the favorable weather. A good profit was made on clearing and grubbing.

A crew of about three men with a D-7 cat equipped with a Hystaway hoe made good progress on the installation of pipe. There was a considerable overrun on 8" perforated pipe at a good bid price. A good profit was realized on pipe.

A large portion of the 740,000 cu. yds. of general excavation was in the large summit cut, where 470,261 cu. yds. was excavated. This was an extremely difficult cut about 200 feet high with steep slopes. A large part of the material was hauled down the steep slopes on about a 35% grade into a 50-foot fill. Considerably more sandstone which required drilling and blasting was encountered in this cut than had been anticipated by the contractor. Some drilling and blasting was also required in other cuts. Rain during the summer made haul roads slick and delayed progress.

Common excavation was moved with tractors and scrapers. Rippers were used when practical to loosen shale and sandstone. The material which required drilling and blasting was excavated with shovels and trucks. The contractor had excellent equipment and supervision and expedited the work by working two and three shifts per day when practical.

The equipment used on grading operations consisted of two 2½ cu. yd. shovels, one 600 CMF, one 500 CMF and one 315 CMF compressors, four wagon drills, one tractor-mounted wagon drill, five jackhammers, five 13 cu. yd. Euclids, three 10 cu. yd. Euclids, three 12 cu. yd. Tournarockers, eight cats and dozers, eight 15 cu. yd. scrapers, two heavy rippers, one sheepsfoot roller, one motor grader, two light plants, three pickups, one grease truck, one bus, shop tools and miscellaneous equipment.

The contractor's bid price of $0.45 per cu. yd. was too low with the large amount of drilling and blasting required. The bid prices on short over-

Remarks (Cont'd):

haul and long overhaul were too low for the difficult haul. A large loss was suffered on the grading operations.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED
NOV 19 1953
FOR FILING

EF-188(2)

3754

November 17, 1953

Natt McDougall Co.
824 Pittock Block
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from August 31, 1953 to July 31, 1954 within which to complete your contract No. 3754, for grading and paving on the Low Pass Section of the Siuslaw Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

James F. Putnam,
Resident Engineer

E. G. Smith,
Construction Engineer

RECEIVED
OCT 22 1953
FOR FILING

FF-185(2)

34-11

October 21, 1953

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Natt McDougall Co. a portion of the funds heretofore retained by the Commission on contract No. 3754, for grading and paving on the Low Pass Section of the Siuslaw Highway in Lane County.

This payment, in the amount of $60,583.15, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $22,605.30. The present payment will be released on or after October 31, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

10-21-53

RECEIVED
OCT 26 1953
FOR FILING

BF- [illegible]

[illegible]

October 20, 1953

Request for extension of time
No. 18
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Matt McDougall Company for an extension of time on the Low Pass Section, Siuslaw Highway, Contract No. 3754, from August 31, 1953 to July 31, 1954.

An unusually wet winter and spring prevented the contractor from completing the project in sufficient time to permit the placing of the asphaltic concrete before the fall rains set in.

This has been an extremely difficult project to operate and I, therefore, recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js 1g

RECEIVED
OCT 26 1953
FOR FILING

BF- [illegible]

[illegible]

October 20, 1953

Request for extension of time
No. 16
October 29 and 30 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Natt McDougall Company for an extension of time on the Low Pass Section, Siuslaw Highway, Contract No. 3754, from August 31, 1953 to July 31, 1954.

An unusually wet winter and spring prevented the contractor from completing the project in sufficient time to permit the placing of the asphaltic concrete before the fall rains set in.

This has been an extremely difficult project to operate and I, therefore, recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:js lg

RECEIVED
OCT 14 1953
FOR FILING

BF-188(

30-4

October 12th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Low Pass Contract #3754, Oregon BF-188(3), from August 31st, 1953, to July 31st, 1954, to the Natt McDougall Co., contractor.

An unusually wet winter and spring prevented the contractor from completing this project in sufficient time to permit the placing of the asphaltic concrete before the fall rains set in. This has been an extremely difficult project to operate, and I, therefore, recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to: H. G. Smith

RECEIVED
OCT [illegible] 1953
FOR FILING

PF-18F(1)

37-1

October 1, 1953

Matt McDougall Company
824 Pittock Block
Portland 5, Oregon

Attention: Mr. Jack McDougall

Gentlemen:

Your communication of August 5, addressed to the Oregon State Highway Commission to my attention, relative to your contract No. 3754 for the grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County, has received my very careful attention.

First, I inspected the project with you on August 24. I then discussed the matter with the engineering personnel and with the State Highway Commission's Attorney. It was the opinion of the Attorney that neither the Commission nor its Engineer has the authority, under the terms of the contract, to reimburse you for the loss which you claim to have sustained on this project.

I then discussed the matter with the State Highway Commission on September 24 and the State Highway Commission, after due and careful consideration and consultation with the Attorney, instructed me to advise you that your claim for additional compensation on this job must be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

Natt McDougall Company
824 Pittock Block
Portland 5, Oregon

Attention: Mr. Jack McDougall

Gentlemen:

Your communication of August 5, addressed to the Oregon State Highway Commission to my attention, relative to your contract No. 3754 for the grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County, has received my very careful attention.

First, I inspected the project with you on August 24. I then discussed the matter with the engineering personnel and with the State Highway Commission's Attorney. It was the opinion of the Attorney that neither the Commission nor its Engineer has the authority, under the terms of the contract, to reimburse you for the loss which you claim to have sustained on this project.

I then discussed the matter with the State Highway Commission on September 24 and the State Highway Commission, after due and careful consideration and consultation with the Attorney, instructed me to advise you that your claim for additional compensation on this job must be denied.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

APPROVED AS TO FORM
AND LEGALITY
Chief Counsel

(Keep this in file)

Orig of
Letter of August 5, 1953
to Ore. State Hwy. Comm.
Attention: Mr. Baldock

from Jack McDougal

sent to Mr. Lindas
December 27, 1955

3752

Form PR 2 (Revised 1946)

State **Oregon**

Federal Aid Bond Issue Project No. **BF-188(3)**

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of January, 19 53, by and between **The Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **13th** day of **February**, 19 **52**, a program, which was approved on the **28th** day of **March**, 19 **52**, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the **25th** day of **June**, 19 **52**; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of **four hundred ninety thousand and 00/100** dollars ($ **490,000.00**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

680 lin. ft. 18-inch Corrugated Metal Pipe [illegible] [illegible]

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by ~~[illegible]~~ (Include date and citation of ~~[illegible]~~ by Chapter 491, Oregon Laws 1951, viz.: act of legislature by which authorized)

~~[illegible]~~

Issue	Amount	Date of Issue	Beginning Date of maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 9+10.78 in the SW 1/4 Section 11, T-16-S, R-7-W, W.M. and survey station 143+31.43 in the SW 1/4, Section 7, T-16-S, R-6-W, W.M., without exception,

, length 2.542 miles, in Lane County, being Oregon Federal Aid Bond Issue / project No. BF-188(3), consisting of 2.542 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator' "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of four hundred ninety thousand and 00/100 dollars ($490,000.00), which does not exceed the authorized Federal pro rata share of eight hundred twenty-six thousand fifty-six and 00/100 dollars ($826,056.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

16—11379-2

680 lin. ft. 18-inch Corrugated Metal Pipe 4.85 3,298.00

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16--11379-1

Oregon State Highway Department

Federal-Aid Project
No. EF-188 (3)

LOW PASS SECTION OF THE
SIUSLAW HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 16, 1952

Type Code 6201
2-Lane Roadway (Sta. 9+10.78 to 28+00)(Sta. 132+50 to 143+31.43)

All Required		Clearing and Grubbing (22%)		$ 19,800.00
170	cu. yds.	Structural Excavation, Unclassified	$ 5.00	850.00
20	cu. yds.	Trench Excavation, Unclassified	2.50	50.00
1,840	cu. yds.	General Excavation, Unclassified	0.45	828.00
77,500	yd. stas.	Short Overhaul	0.015	1,162.50
6,150	C-yd. stas.	Long Overhaul	0.65	3,997.50
0.56	mile	Finishing Roadbed and Slopes	1,500.00	840.00
70	lin. ft.	48-inch Corrugated Metal Pipe	18.50	1,295.00
110	lin. ft.	18-inch Concrete Pipe	4.80	528.00
70	lin. ft.	30-inch Concrete Pipe	9.40	658.00
40	lin. ft.	Salvaging Culvert Pipe	2.25	90.00
3,240	cu. yds.	3" - 0 Material in Base	3.40	11,016.00
780	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	2,652.00
90	M-gals.	Sprinkling	3.00	270.00
0.56	mile	Preparation of Base	300.00	168.00
70	cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	50.00	750.00
1,480	tons	Class "B" Asphaltic Concrete	7.50	11,100.00
5	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	300.00
40	cu. yds.	Aggregate in Seal Coat	6.00	240.00
		Subtotal		$ 56,945.00
		10% Engr. & Cont.		5,694.50
		Total		$ 62,639.50

Length of Roadway 0.563 Miles
Cost Per Mile $111,260.21

Type Code 6201
3-Lane Roadway (Sta. 28+00 to 66+00)(Stas. 82+00 to 132+50)

All Required		Clearing and Grubbing (66%)		$ 59,400.00
1,630	cu. yds.	Structural Excavation, Unclassified	$ 5.00	8,150.00
180	cu. yds.	Trench Excavation, Unclassified	2.50	450.00
268,400	cu. yds.	General Excavation, Unclassified	0.45	120,780.00
2,658,500	yd. stas.	Short Overhaul	0.015	39,877.50
33,050	C-yd. stas.	Long Overhaul	0.65	21,482.50
1.68	miles	Finishing Roadbed and Slopes	1,500.00	2,520.00
4,200	lin. ft.	Rounding Cutbanks	0.25	1,050.00
680	lin. ft.	18-inch Corrugated Metal Pipe	4.85	3,298.00

1,600	lin. ft.	18-inch Extra Strength Corrugated Metal Pipe	$ 5.50	$ 8,800.00
480	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	8.90	4,272.00
190	lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	22.00	4,180.00
1,900	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	4.60	8,740.00
160	lin. ft.	12-inch Concrete Pipe	2.55	408.00
60	lin. ft.	18-inch Concrete Pipe	4.80	288.00
80	lin. ft.	Salvaging Culvert Pipe	2.25	180.00
540	cu. yds.	3/8" - 0 Backfill in Drains	5.00	2,700.00
110	only	Concrete Sight Posts	10.50	1,155.00
12,440	cu. yds.	3" - 0 Material in Base	3.40	42,296.00
2,910	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	9,894.00
340	M-gals.	Sprinkling	3.00	1,020.00
1.68	miles	Preparation of Base	300.00	504.00
320	cu. yds.	3/4" - 0 Material in Binder Course	5.00	1,600.00
50	tons	RC-3 Asphalt in Binder Course	50.00	2,500.00
6,420	tons	Class "B" Asphaltic Concrete	7.50	48,150.00
25	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	1,500.00
150	cu. yds.	Aggregate in Seal Coat	6.00	900.00
		Subtotal		$396,095.00
		10% Engr. & Cont.		39,609.50
		Total		$435,704.50

Length of Roadway 1.676 miles
Cost Per Mile $259,966.88

Type Code 6201
4-Lane Roadway (Sta. 66+00 to 82+00)

All Required		Clearing and Grubbing (12%)		$ 10,800.00
80	cu. yds.	Structural Excavation, Unclassified	$ 5.00	400.00
10	cu. yds.	Trench Excavation, Unclassified	2.50	25.00
576,760	cu. yds.	General Excavation, Unclassified	0.45	259,542.00
0.30	mile	Finishing Roadbed and Slopes	1,500.00	450.00
1,500	lin. ft.	Rounding Cutbanks	0.25	375.00
190	lin. ft.	24-inch Extra Strength, Corrugated Metal Pipe	8.90	1,691.00
10	only	Concrete Sight Posts	10.50	105.00
2,620	cu. yds.	3" - 0 Material in Base	3.40	8,908.00
610	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.40	2,074.00
70	M-gals.	Sprinkling	3.00	210.00
0.30	mile	Preparation of Base	300.00	90.00
70	cu. yds.	3/4" - 0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	50.00	750.00
1,500	tons	Class "B" Asphaltic Concrete	7.50	11,250.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	600.00

50	cu. yds. Aggregate in Seal Coat	$ 6.00	$ 300.00
	Subtotal		$297,920.00
	10% Engr. & Cont.		29,792.00
	Total		$327,712.00

Length of Roadway 0.303 mile
Cost Per Mile $1,081,557.75

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 62,639.50	$ 37,157.00	$ 25,482.50
3-Lane Roadway	435,704.50	258,451.00	177,253.50
4-Lane Roadway	327,712.00	194,392.00	133,320.00
	$826,056.00	$490,000.00	$336,056.00

State Funds for Constr.: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 529, laws 1939; chap. 491, laws 1951.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Primary
Project No. EF-188-3

LOW PASS SECTION OF THE SIUSLAW HIGHWAY IN LANE COUNTY

(Estimate to cover plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 6201
2-Lane Roadway (Sta. 9+10.78 to 28+00)(Sta. 132+50 to 143+31.43)

All Required		Clearing and Grubbing (22%)		$ 14,300.00
170	cu. yds.	Structural Excavation, Unclassified	$ 3.00	510.00
20	cu. yds.	Trench Excavation, Unclassified	3.00	60.00
1,840	cu. yds.	General Excavation, Unclassified	0.50	920.00
77,500	yd. sta.	Short Overhaul	0.015	,162.50
6,150	C-yd. sta.	Long Overhaul	0.50	,075.00
0.56	mile	Finishing Roadbed and Slopes	800.00	448.00
70	lin. ft.	48-inch Corrugated Metal Pipe	16.00	,120.00
110	lin. ft.	18-inch Concrete Pipe	3.50	385.00
70	lin. ft.	30-inch Concrete Pipe	6.50	455.00
40	lin. ft.	Salvaging Culvert Pipe	2.00	80.00
3,240	cu. yds.	3"-0 Material in Base	3.25	10,530.00
780	cu. yds.	3/4"-0 Material in Base and Shoulders	3.50	2,730.00
90	M-Gal.	Sprinkling	3.00	270.00
0.56	mile	Preparation of Base	300.00	168.00
70	cu. yds.	3/4"-0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	42.00	630.00
1,480	tons	Class "B" Asphaltic Concrete	6.75	9,990.00
5	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	225.00
40	cu. yds.	Aggregate in Seal Coat	6.00	240.00
		Subtotal		$47,648.50
		10% Engr. & Cont.		4,764.85
		Total		$52,413.35

Length of Roadway	0.563 mile
Cost Per Mile	$93,096.53

Type Code 6201
3-Lane Roadway (Sta. 28+00 to 66+00) (Sta. 82+00 to 132+50)

All Required		Clearing and Grubbing (66%)		$ 42,900.00
1,630	cu. yds.	Structural Excavation, Unclassified	$ 3.00	4,890.00
180	cu. yds.	Trench Excavation, Unclassified	3.00	540.00
268,400	cu. yds.	General Excavation, Unclassified	0.50	134,200.00
2,658,500	yd. sta.	Short Overhaul	0.015	39,877.50
33,050	C-yd. sta.	Long Overhaul	0.50	16,525.00
1.68	Miles	Finishing Roadbed and Slopes	800.00	1,344.00
4,200	lin. ft.	Rounding Cutbanks	0.20	840.00
680	lin. ft.	18-inch Corrugated Metal Pipe	4.50	3,060.00
1,600	lin. ft.	18-inch Extra Strength Corrugated Metal Pipe	5.50	8,800.00
480	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	6.50	3,120.00
190	lin. ft.	48-inch Extra Strength Corrugated Metal Pipe	18.00	3,420.00
1,900	lin. ft.	8-inch Perforated Metal Drain Pipe Coated	2.25	4,275.00
160	lin. ft.	12-inch Concrete Pipe	2.50	400.00
60	lin. ft.	18-inch Concrete Pipe	3.50	210.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
540	cu. yds.	3/8"-0 Backfill in Drains	5.00	2,700.00
110	only	Concrete Sight Posts	10.00	1,100.00
12,440	cu. yds.	3"-0 Material in Base	3.25	40,430.00
2,910	cu. yds.	3/4"-0 Material in Base and Shoulders	3.50	10,185.00
340	M-Gal.	Sprinkling	3.00	1,020.00
1.68	miles	Preparation of Base	300.00	504.00
320	cu. yds.	3/4"-0 Material in Binder Course	5.00	1,600.00
50	tons	RC-3 Asphalt in Binder Course	42.00	2,100.00
6,420	tons	Class "B" Asphaltic Concrete	6.75	43,335.00
25	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,125.00
150	cu. yds.	Aggregate in Seal Coat	6.00	900.00
			Subtotal	$369,560.50
			10% Engr. & Cont.	36,956.05
			Total	$406,516.55

Length of Roadway	1.676 Miles
Cost Per Mile	$242,551.04

Type Code 6201
4-Lane Roadway (Sta. 66+00 to 82+00)

All Required		Clearing and Grubbing (12%)		$ 7,800.00
80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	240.00
10	cu. yds.	Trench Excavation, Unclassified	3.00	30.00
576,760	cu. yds.	General Excavation, Unclassified	0.50	288,380.00

0.30	mile	Finishing Roadbed and Slopes	$800.00	$ 240.00
1,500	lin. ft.	Rounding Cutbanks	0.20	300.00
190	lin. ft.	24-inch Extra Strength, Corrugated Metal Pipe	6.50	1,235.00
10	only	Concrete Sight Posts	10.00	100.00
2,620	cu. yds.	3"-0 Material in Base	3.25	8,515.00
610	cu. yds.	3/4"-0 Material in Base and Shoulders	3.50	2,135.00
70	M-Gal.	Sprinkling	3.00	210.00
0.30	mile	Preparation of Base	300.00	90.00
70	cu. yds.	3/4"-0 Material in Binder Course	5.00	350.00
15	tons	RC-3 Asphalt in Binder Course	42.00	630.00
1,500	tons	Class "B" Asphaltic Concrete	6.75	10,125.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	450.00
50	cu. yds.	Aggregate in Seal Coat	6.00	300.00
		Subtotal		$321,130.00
		10% Engr. & Cont.		32,113.00
		Total		$353,243.00

Length of Roadway 0.303 mile
Cost Per Mile $116,581.84

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 52,413.35	$ 31,622.00	$ 20,791.35
3-Lane Roadway	406,516.55	245,259.00	161,257.55
4-Lane Roadway	353,243.00	213,119.00	140,124.00
	$812,172.90	$490,000.00	$322,172.90

Cross Referenced To:

FORM E-30 25M 9-51 32315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1952

SUBJECT: R/W Dept. 19231

To: Mr. A. J. Ford
District Maintenance Superintendent
Oregon State Highway Department
Eugene, Oregon

Dear Sir:

Mr. Morgan has forwarded to us your December 7th letter inquiring about permit provisions covering removal of timber from the Siuslaw Highway right-of-way by R & L Lumber Company Incorporated.

We are sending herewith a copy of the Timber Removal Permit covering this operation which was prepared in the Legal and Right-of-Way Department, however they failed to send copies to the field when this permit was executed. We are also sending a copy to the Division Office. Your copy is the only one with map attached since only one print is available.

The permit does not contain specific requirements for protection of traffic. However, Item 6 does provide that the cutting and removal of the timber "shall be subject to the direction and supervision of the State Highway Engineer or his duly authorized representative". If a flagman should be provided to safe-guard highway traffic, we believe you should notify the company accordingly, immediately.

Very truly yours,

E. A. Collier
Maintenance Engineer

By: L R Chandler

L. R. Chandler
Assistant Maintenance Engineer

JB:dk
Enclosure
cc F. D. Morgan - Enclosure
F. A. Query - Enclosure
W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED

FORM E-30X 25M 4-52 56806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
December 11, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

The R & L Lumber Company of Cheshire was issued a permit by the Salem office to log the north side of the Siuslaw highway from the summit of the Low Pass westerly to the bottom of the hill between stations 1014 plus 70 to 1084plus 40, and they are now and have been for some time logging in that area. I mentioned this to you before and I do not have a copy of this sale of timber and Putnam advises that you didn't either.

The reason I am bringing this up is that I do not think that they are operating in a safe manner. They fall the trees on our 150 foot r/w without a flagman on the road and inasmuch as this ground is so steep I am afraid a log might fall on the highway. The foreman at Goldson advises that he has seen a log come down the hill and land near the top of the slope but so far none has come onto the road. I contacted this lumber company at their office at Cheshire and he states that no provision was made for flagging.

As I mentioned above I do not have a copy of this contract with the lumber company so I am in the dark as to what it contains and I do not know how to proceed. If the permit does not specify flagging, no doubt they are placed under heavy bond to protect them in the case of an accident, but that still doesn't protect the travelling public from our point of view. I wish I could be provided with a copy of this document so that I would at least know what course to follow.

Very truly yours,

A J Ford

A. J. Ford
Dist. Maint. Supt.

AJF:em

NOTED
W. W. STIFFLER

TIMBER REMOVAL PERMIT

19231

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eleven Thousand Foud Hundred Forty-two and no/100 Dollars ($11,442.00), receipt of which is hereby acknowledged, the STATE OF OREGON, by and through its State Highway Commission, has granted and hereby grants unto R & L LUMBER CO., INC., a fixed term permit to enter upon and remove all merchantable timber, as hereinafter defined, standing, lying or being upon the following described parcel of land, to-wit:

> A strip of land 150 feet wide on the northerly side of the existing location of the Siuslaw Highway in the Northwest quarter of Southwest quarter (NW¼ SW¼), the Northeast quarter of Southwest quarter (NE¼ SW¼), the Southeast quarter of Southwest quarter (SE¼ SW¼) and the Northwest quarter of Southeast quarter (NW¼ SE¼), and the Southwest quarter of the Northeast quarter (SW¼ NE¼) of Section 12, Township 16 South, Range 7 West, W.M., in Lane County, Oregon

The said described strip of land is shown in red on the plat attached hereto and by this reference made a part hereof.

This permit is issued upon the following terms and conditions;

1. The term of this permit shall be for, during and until December 31, 1953, and thereupon shall automatically cease and terminate. No timber remaining on the premises after the said date, whether standing or fallen shall be removed by the Permittee herein.

2. Title to all timber, whether standing or fallen, shall remain in the State until removed from the premises hereinable described and shall not vest in the Permittee until completely removed from the premises.

3. State gives no guarantees, and makes no representations, either as to quantity or quality of the timber on the said premises. It is understood that Permittee has determined by inspection, survey, cruise or otherwise, the kind, quality and quantity of timber on the said property, and that in entering into this agreement does not rely upon any information obtained from or furnished by State, or any representative thereof, which it has not corroborated by its own investigation. Merchantable timber shall be defined as any log 16 feet or more in length that will meet the requirements of shingle or better grade for Cedar and No. 3 Mill or better grade for Douglas Fir, or any Douglas Fir veneer block 8 feet or more in length, all grade definitions to be those currently in use by the Columbia River Log Scaling and Grading Bureau; and no logs scaling less than 100 board feet shall be considered merchantable.

4. In the transportation of any and all timber described or referred to herein over State highways, Permittee shall conform to all of the rules and regulations which are made a part of log hauling permit or permits issued by the Public Utilities Commissioner.

5. Insofar as possible, transportation of all timber to a State highway shall be over existing roads or road connections with a State highway. In the event that it is necessary to construct new or additional roads to provide access to a public highway, such access roads must be approved as to location and type of construction by State Highway Engineer or his duly authorized representative before any construction is commenced. The Permittee shall remove mud from the wheels and tires of all vehicles transporting timber from the property herein described before entering upon any State highway so as to prevent the depositing of mud upon the traveled surface of the State highway. All vehicles and loads

transported on any public highway shall be subject to statutory requirements.

6. In cutting and removing said timber Permittee shall be subject to the direction and supervision of the State Highway Engineer or his duly authorized representative. The presence of the State Highway Engineer or his duly authorized representative, and any order or directions given shall in no event be construed as a basis for any liability on the part of State, State Highway Commission and members thereof, their officers, employees or agents. The presence of any employee or official of State shall be understood to be solely for the purpose of preserving State's interest in the property.

7. Permittee shall take adequate measures for the prevention and suppression of fire in the area of its operations in conformity of the Oregon Statutes and regulations promulgated by the State Forester and on file with the Secretary of State. The permittee shall at all times exercist due diligence in complying with such laws and regulations. The Permittee shall exert every reasonable effort to suppress any fire which originates on or spreads to the area of its operations, regardless of origin. During any period of fire danger the Permittee will take such additional fire prevention measures, including stoppage of work, as may be necessary or required by State. The Permittee shall be responsible for the slashings created on the area of its operations by the logging operations of the Permittee and such slashings or other waste material shall be disposed of or otherwise deal with in accordance with the Oregon Statutes and regulations promulgated by the State Forester.

8. Permittee shall comply with all applicable State and Federal laws, rules and regulations pertaining to logging operations.

9. In its logging operations Permittee shall protect as fully as possible all young trees from damage.

10. This permit shall not be assigned in whole or in part by the Permittee without prior approval in writing of the State.

11. In the event that Permittee fails, neglects or refuses to comply with any of the terms of this agreement State shall have the authority to suspend operations of the Permittee immediately upon written notice. Upon failure to comply with any of the requirements of this permit after written notice has been addressed to Permittee, State may upon 30 days written notice terminate all rights of Permittee under this agreement and may recover any loss, injury or damage to State under the bond furnished to State as a part of this agreement.

12. To insure faithful performance of all of the terms and conditions herein contained and to protect the State against any loss or expense which it may sustain by reason of Permitee's activities in connection with this agreement. Permittee shall furnish a satisfactory penal bond issued by a surety company authorized to do business in the State of Oregon in the sum of One Thousand and no/100 Dollars ($1,000.00).

IN WITNESS WHEREOF, the Permittee and the Oregon State Highway Commission by its Right of Way Engineer, have executed these presents this 17 day of September, 1952.

OREGON STATE HIGHWAY COMMISSION
C. W. Enfield, Chief Counsel

By /s/ Forrest Cooper
Right of Way Engineer

R & L LUMBER CO., INC.

By /s/ J. C. Klein, Secretary

By ____________________

By ____________________

RECEIVED
FOR FILING

FORM E-30X

BF-188(1)

3754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 17, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between the Natt McDougall Company and J. C. Compton Company, covering Items 21 to 32 inclusive, on the Low Pass Contract No. 3754, Ore. BF-188, is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk

RECEIVED
FOR FILING
B7 [illegible]
OREGON DISTRICT
59 [illegible]

REFERRED
TO [illegible]
FOR
R. L. PORTER

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED
SEP 26 1952
LEGAL

19229

September 25, 1952

To General Files
[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing a copy of the Oregon District Land Office decision dated September 17, 1952 approving application, Oregon 02125, for appropriation of land in Lane County to be used as right of way for the Low Pass Section of the Siuslaw Highway, Federal Aid Project BF-188(3).

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED
D. DE MERSE

Oregon BF 188(3)

Land Office September 17, 1962.
Portland 13, Oregon
Oregon State Highway Commission Highway Right-of-way
Decision Oregon 02425

Right-of-way approved.

Reference is made to application Oregon 02425 of the Oregon State Highway Commission, which was filed June [illegible], 1962, for a right-of-way under section 17 of the Federal Highway Act of November 9, 1921 (42 Stat. 216; 23 U.S.C. sec. 18), over revested Oregon and California railroad grant land described as the [illegible] sec. 11, T. 15 S., R. 7 W., W. M., Oregon, for construction of the Low Pass section of the Siuslaw highway, Oregon project BF 188(3), BPR File No. [illegible]. The application was accompanied by the necessary maps showing the location of the right-of-way and by stipulations regarding non-discrimination in the matter of employment in the construction of the highway.

The Bureau of Public Roads, U. S. Department of Commerce, has furnished a determination that the land is necessary for the purposes desired. A report of this Bureau is also favorable.

No objection appearing, pursuant to the above mentioned act and the regulations thereunder (43 CFR sec. 244.[illegible]-6 incl.), the requested right-of-way is approved, subject to valid existing rights, to the reservation for rights-of-way for canals and ditches constructed under authority of the United States, to the reservation to the United States of all fissionable source materials, in accordance with the provisions of the act of August 1, 1946 (60 Stat. 755; 42 U.S.C. sec. 1801), to the stipulation that the State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin and shall require an identical provision to be included in all subcontracts, and to the stipulation that the State will abide by existing and future regulations issued by the Secretary of the Interior pertaining to watershed protection, stream flow regulations, and observe conservation measures as set forth in the act of August 28, 1937 (50 Stat. 874).

A map showing the location of the right-of-way and a copy hereof will be retained for the files of this office. A duplicate map and a copy hereof will be forwarded to the Office of the Director of this Bureau in Washington, D. C. Five copies hereof will be forwarded to the Bureau of Public Roads, which agency will advise the State of the action taken.

Frances A. Patton
Manager.

cc: Director (with map)
RA-I
BPR (5)
DF, Eugene

RECEIVED
AUG 6 1952
FOR FILING

B7 · (a)
3754

August 6, 1952

Natt McDougall Company
824 Pittock Block
Portland 5, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3754, which was awarded to you on July 10, 1952 by the State Highway Commission covering grading and paving on the Low Pass Section of the Siuslaw Highway in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-6-52
rn

RECEIVED
AUG 6 1952
FOR FILING

B[illegible]

3754

August 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 30, 1952, on Contract No. 3754, Low Pass Section, in connection with Federal Aid Project No. BF-188 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:mlr

ANGUS GIBSON
[illegible] ST.
JUNCTION CITY, OREGON

RECEIVED
FOR FILING

[illegible]

[illegible]

STATE OF OREGON
SENATE CHAMBER
SALEM

COMMITTEES
CHAIRMAN: ELECTIONS AND PRIVILEGES
VICE CHAIRMAN: COUNTY AFFAIRS
MEMBER: FORESTRY AND FOREST PRODUCTS
INSURANCE
ROADS AND HIGHWAYS
WAYS AND MEANS

July 22, 1952

Mr. R. H. Baldock
State Highway Engineer
Capitol Building
Salem, Oregon

Dear Mr. Baldock,

On behalf of Julius Hult and myself I want to thank the Highway Commissioners and their chairman, Mr. Chandler, for their consideration on the very fine improvement on Low Pass hill.

We want to assure you that this community and the folks at Horton and Blachly were highly elated when the contract was let. Some of the older people had given up hope after so many years, but now they are getting a much better highway than they ever anticipated.

So I want to express to the Highway Commisioners and to you our sincere appreciation for a job well done.

Sincerely yours,

Angus Gibson

Angus Gibson

P. S. I would like to hear more about your trip to Europe sometime.

AG/m

RECEIVED
JUL 23 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 15 1952
FOR FILING

07 [illegible]

[illegible]

July 14, 1952

Natt McDougall Company
8[illegible]4 Pittock Block
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3754 for furnishing crushed material in stockpile on the Low Pass Section of the Siuslaw Highway in Lane County. This award was based on your bid of $753,510.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ohr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa

RECEIVED

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NEER
. ENGR.
. ENGR.

[illegible]
[illegible]

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BF-188(3), Low Pass Section, Siuslaw Highway, to Natt McDougal Co., Portland, Oregon, low bidder in the amount of $753,510.00 at the July 10, 1952 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
HM E-123X 37,500 4-52
JUL 21 1952
FOR FILING

Cross Referred To:
Materials
Sales
Timber

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISTER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 3, 1952

Indexed
Alphabetically
R & L Lumber Co.

Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Chas. H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland, Oregon

NOTED
W. C. WILLIAMS

Re: File No. 19231-R & L Lumber Co.
Low Pass Section, Siuslaw Hwy.

Gentlemen:

In acquiring right of way for the Low Pass Section in Lane County, it was necessary to acquire a very substantial area of land (3[illegible].5 acres) from the R & L Lumber Company. The problem of right of way acquisition was complicated by the fact that at the summit of the mountain (Station 80) the lumber company has a roadway leading southerly from the existing highway and as the new highway at that point is in a cut in excess of 100 feet, it is not feasible to make a connection at this point.

The logging road to which I refer is a rocked all-weather road. In order to provide the owners with an adequate road to serve the same area it would be necessary to construct a somewhat lengthy alternate roadway, the cost of which has not been determined with great accuracy, however, it would undoubtedly run $10,000.00 or $15,000.00.

The lumber company has proposed an alternate; that we pay to them the sum of $2,000.00, for which sum they will relieve the State of any obligation with respect to roads. As a part of the transaction, the State is to sell to the lumber company the merchantable timber on that portion of the right of way of the Siuslaw Highway lying northerly from the existing center line. It is estimated that there is approximately 400,000 board feet of timber involved, which timber is almost entirely Douglas Fir, with about 1% of Red Cedar. The firm of Bigley & Feiss Foresters, give as their opinion of the value of the timber the sum of $21.50 per thousand for the Douglas

Fir and $8.75 for the Red Cedar. There is also a trivial amount of Hemlock and White Fir which has a value of $5.00 per thousand. The lumber company has agreed to pay the sum of $20.00 per thousand for all timber involved, payment to be made on State cruise. The return from the timber sale would be in the vicinity of $8,000.00 to $8,500.00.

There is always the possibility that someone might criticise the State for selling timber without taking public bids and it is for this reason that I call this transaction to your attention. A study of all of the factors involved in this acquisition indicates that a substantial saving can be made if the timber can be sold as outlined above. I recommend that we proceed on this basis.

Very truly yours,

C. W. ENFIELD
Chief Counsel

Forrest Cooper
By:
Forrest Cooper
Right of Way Engineer

FC:rmw

cc: W. C. Williams ✓
H. B. Glaisyer
C. W. Enfield

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-188(3), Low Pass Section of the Siuslaw Highway in Lane County have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 3 1952
FOR FILING

[illegible]

3754

Cross Referenced To:
Adm
U.S. Govt
Dept of Agri
Forest Ser.

[illegible], 1952

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map indicating relocation of the Low Pass Section of the Siuslaw Highway. The length of the relocated line is 2.54 miles and effects a saving of 1.6 miles over the length of the existing highway.

The original reconnaissance estimate indicated that the cost of the new line would be approximately $600,000, but, owing to the heavy climb from each side to the summit, we have decided that truck climbing lanes should be provided as there is heavy log haul traffic. The estimated cost of the project now is $[illegible],000. We have made every effort to decrease the cost and can not get any lower than the above amount and provide adequate alignment and roadway width, plus the very necessary climbing lanes.

This matter will be on the next agenda, and I recommend your approval of the survey as now completed. With your approval of the estimate as of now, we plan to call bids for this section at the July meeting.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

Attachment

WCW:me lg
cc Mr. H. G. Smith

RESOLUTION

WHEREAS, the Commission heretofore authorized and directed the Engineer to make a complete and final survey of the route and location of the Low Pass Section of the Siuslaw Highway in Lane County and in connection therewith to prepare a map showing the route and location of said section of highway and file said report and record with the Commission for consideration; and,

WHEREAS, the Engineer has reported that he has completed said survey and has submitted the same for the approval or disapproval of the Commission; and,

WHEREAS, after due consideration of said survey, field notes, maps and other engineering data, it is the judgment of the Commission that the same should be approved and filed.

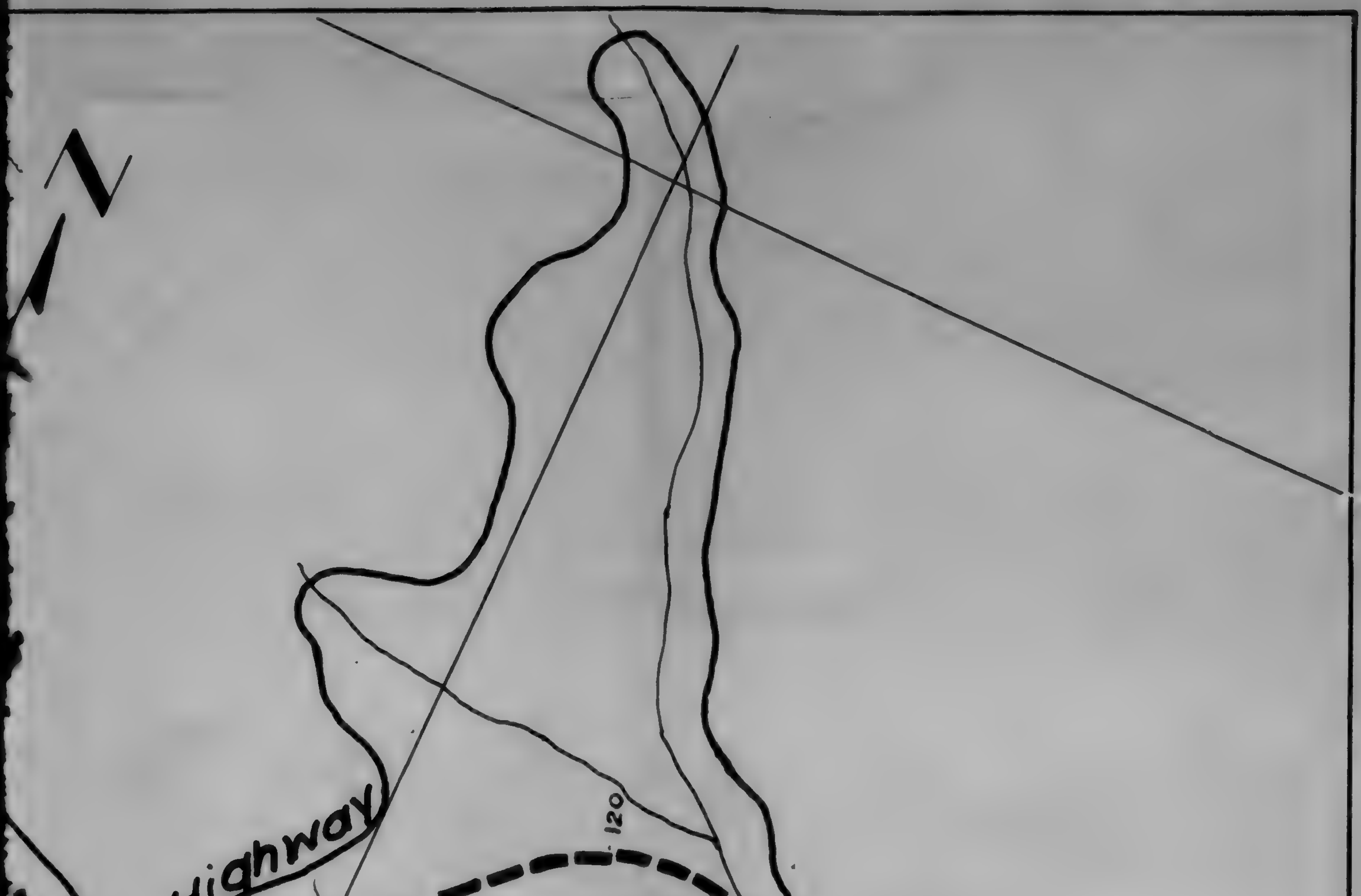
NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members being present and affirmatively voting as follows:

1. That the survey of the Low Pass Section of the Siuslaw Highway, begining at Engineer's Station 9+1078 near the crossing of Blachly Creek and extending westerly to Engineer's Station 143+31.43 on the easterly side of Low Pass Summit, together with a map which for identification purposes bears Map File No. 7B-13-12 and the date of May, 1952, field notes and other engineering data submitted by the Engineer hereby are approved and the Engineer is directed to file and preserve the same in the records and files of the Commission at Salem, Oregon.

2. That when said section of said highway is permanently constructed the same shall be done in accordance with said survey and location unless otherwise directed or ordered by the Commission.

3. That the approval and adoption of said survey shall constitute and be deemed instructions to the Engineer to prepare and make available to the Legal and Right of Way Departments all necessary descriptions and other required data of real properties needed for and in connection with the construction, reconstruction, or improvement of a highway along and over said survey. Said approval and adoption shall also be deemed and constituted as instructions to the Legal and Right of Way Departments to proceed promptly with the acquisition of rights of way pursuant to the normal and approved method.

4. That this resolution be entered in the minutes and records of the Commission as of the 26th day of May, 1952.



N
Highway
110
120
130
To Cheshire
END OF PROJECT
STA. 143 + 31.43
T. 16 S. R. 7 W.
T. 16 S. R. 6 W.

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

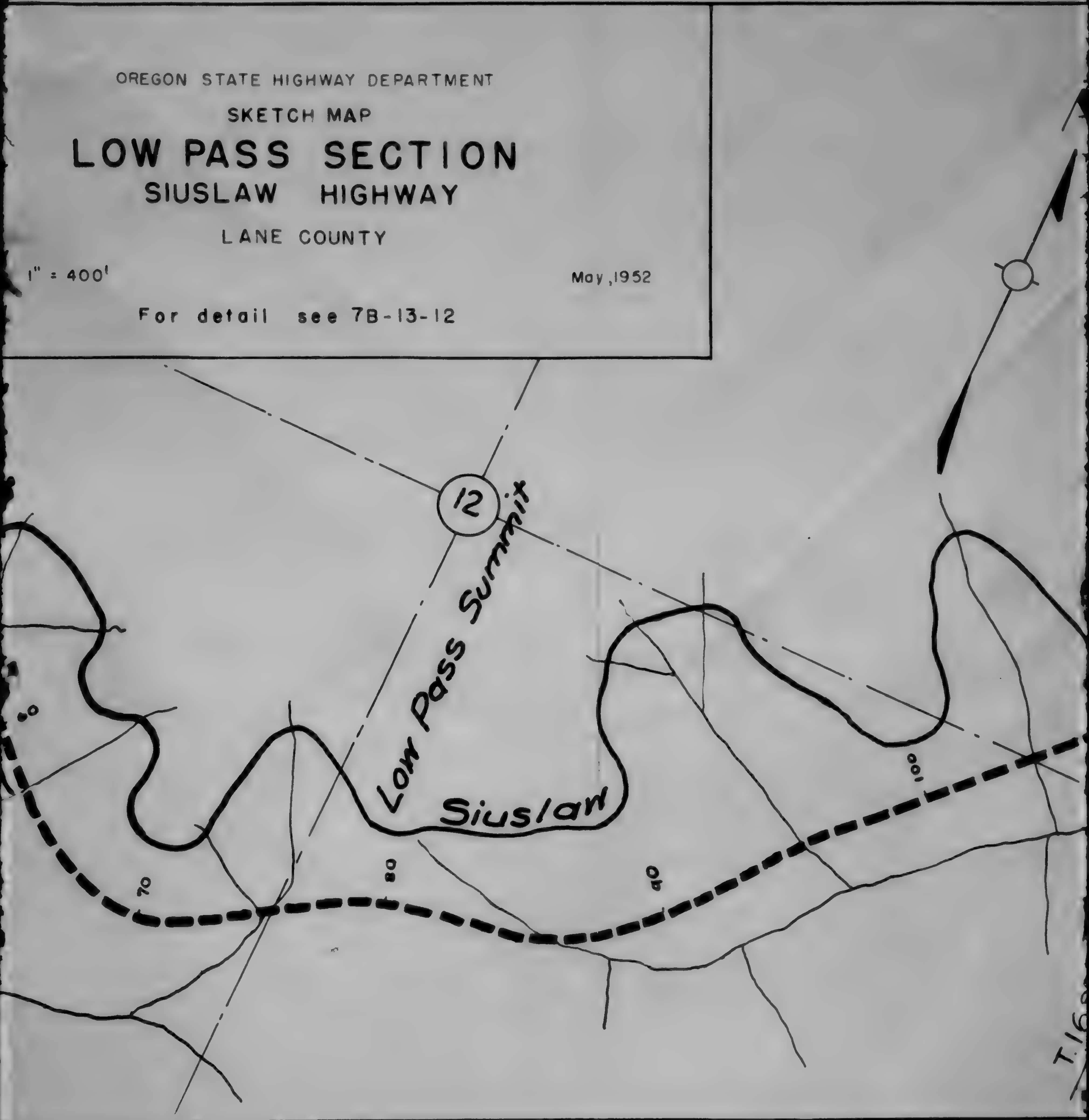
LOW PASS SECTION

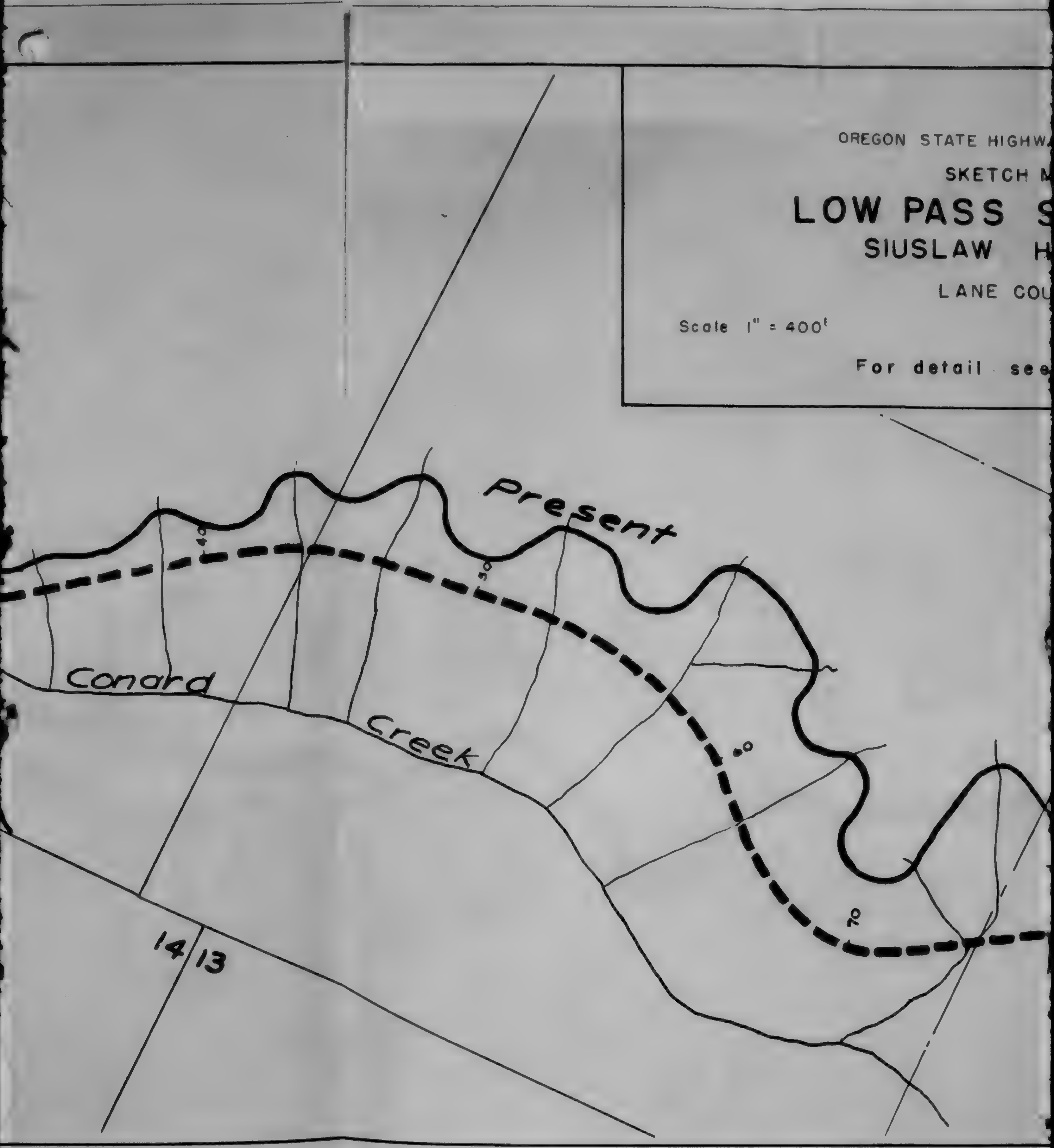
SIUSLAW HIGHWAY

LANE COUNTY

1" = 400' May, 1952

For detail see 7B-13-12





OREGON STATE HIGHWA

SKETCH M

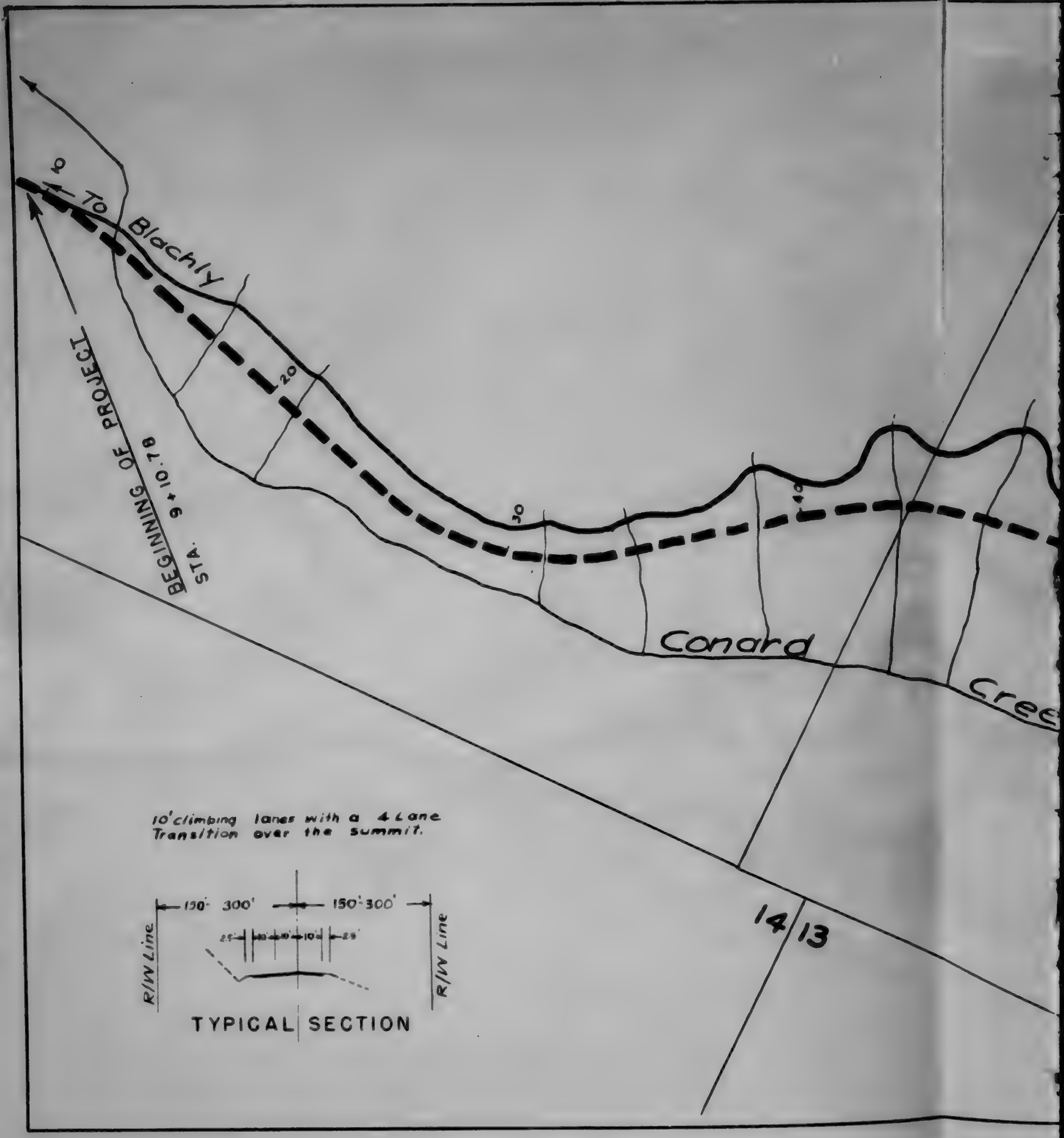
LOW PASS S

SIUSLAW H

LANE COU

Scale 1" = 400'

For detail see



10' climbing lanes with a 4 Lane Transition over the summit.

RECEIVED
FOR FILING

Cross referenced to:
adm
U.S. Gov't
Dept. of Agri
Forest Service

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
NORTH PACIFIC REGION

BOX 4137
POST OFFICE BUILDING
PORTLAND, OREGON

ADDRESS REPLY TO
REGIONAL FORESTER
AND REFER TO

E
ROADS & TRAILS - Siuslaw
Oregon
Siuslaw F.H.

May 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Reference is made to Mr. Williams' letter of May 5.

Any national-forest land in the vicinity of Blachly would be a part of the Siuslaw National Forest. The supervisor's headquarters for this forest are in Corvallis. A copy of your letter will be forwarded to the supervisor so that he will have advance information about your plans.

The improvement that you have in mind for the Siuslaw Highway appears to be a very worth-while project.

Very truly yours,

J. HERBERT STONE, Regional Forester

R. F. Grefe

By: R. F. GREFE, Acting

RECEIVED
MAY 8 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 12 1952
FOR FILING

R-7 [illegible]

5734

May 5, 1952

Mr. J. Herbert Stone
Regional Forester
P. O. Box 4137
Portland, Oregon

Dear Sir:

We are making a relocation of the Siuslaw Highway to reduce the grades over the Low Pass route about three miles east of Blachly and to provide climbing lanes for the log trucks. This relocation involves a small amount of national forest land.

It is my understanding that this is a very small tract with very little timber. Therefore, I have asked our division engineer to discuss the removal of the timber with your district forester in Eugene.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:ar lg

cc Mr. H. G. Smith

RECEIVED
JAN 2 1963
FOR FILING

Scott [illegible]
No. 2 [illegible]

SOIL EXPLORATION LOG LOW PASS SUMMIT

ONE HOLE ONLY — 30' Rt. Sta. 80+50

3754

0'- 18' Overburden
18'- 39' Sandy clays (shale)
39'- 52' Hard, indurated shale
52'- 96' Sandy clay shale   Water at 90' level
96'- 100' Clay
100'- 105' Hard shale
105'- 160' Shales.

Formation is alternate sands tones and shales. Drilling moderately hard because of abrasive character of material and high compaction factor. Hard drilling through indurated shale zone. Boulder or concretion encounter at 137' and 149'

Date of Report 3/28/52

755-   71✓

RECEIVED
FOR FILING

B7-108(2)

3754

3172

Indexed
Alphabetically

Hoover, Dave

February 7, 1952

Mr. Dave Hoover
Rocky Ripple Ranch
Deadwood, Oregon

Dear Sir:

The State Highway Commission has allocated $500,000 in bond funds for the reconstrution of the Low Pass Section on the Siuslaw Highway, and a survey is being made. The length of this section is 2.4 miles, which will effect a saving of more than one mile over the present highway distance. It is anticipated that the contract can be awarded as soon as the survey is finished and right of way has been obtained.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR WCW:me

cc Mr. H. G. Smith

ASSIGNMENT

No. 3172

Date: February 5, 1952

By

Description: Letter of January 29 by Dave Hoover asking about any plans for improvement of Highway 36 between Florence and Eugene

Acknowledged by _____ Referred to __Smith ✓__________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxx Return with rough draft of reply
Please prepare for ____________________ signature

Assignment executed 2-8-52 Report received ________

Remarks: (Assignment made in Mr. Williams' absence.)
M.E.

ROCKY RIPPLE RANCH
DEADWOOD, OREGON

January 29, 1952.

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Mr. Baldock:

There have been many rumors in this locality to the effect that certain funds have been appropriated for the improvement of Highway 36, between Florence and Eugene.

The residents of Western Lane County are displaying great interest in this matter though no one seems to know for certain what steps have been taken or what plans have materialized.

As Chairman of the Lake Creek Farm Bureau Center I have been requested to ascertain the truth or falsity of the above mentioned rumors. I am therefore requesting that you forward me such information as you may have at your disposal relative to the improvement of Highway 36.

Sincerely yours,

RECEIVED
JUL 26 1951
FOR FILING

[illegible]

[illegible]

July 25, 1951

Mr. Gus Carlson
Room 211
Eugene Hotel
Eugene, Oregon

Dear Gus:

I have just received your letter of July 23, 1951 requesting information concerning the "Low Pass Route."

Siuslaw Hwy. between cheshire and Greenleaf.

It is true that a reconnaissance survey of the route has been made, but it cannot be released until it has been reported to the State Highway Commission. Just when the Engineer will render the report, I am not in a position to say. I am sorry that I cannot accommodate you at this time.

~~We~~ I will be looking forward to your next visit and will be pleased to take a few minutes out at that time for coffee or something.

Best regards,

Sincerely yours,

Siuslaw
greenleaf
cheshire

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

7/23-51
Eugene, Oregon

Dear Herb.

Appreciate your prompt reply very much, it was here upon my arrival ~~[illegible]~~ today.

Understand local interests here are now working on a route known as the "Low Pass Route"

Am wondering if a map of the "Low Pass Route" is available at this time. If so would appreciate a copy including reports connected therewith.

Please advise me at this address, Will be here until Friday Eve.

Kindest regards, will see you at Coffee time soon.

Geo

211 Eugene Hotel
Eugene, Oregon

P.S. The "Low Pass route" is over the Coast Range.

ANSWERED
H. B. GLAISYER

RECEIVED
JAN 2 1963
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
REPORT ON RECONNAISSANCE SURVEY
LOW PASS SECTION OF SIUSLAW HIGHWAY
LANE COUNTY - OREGON.

J.F.Waller,
Locating Engineer, May,1950.

In accordance with letter of authority dated May 12th,1950, an estimate of the cost of construction to revise the Low Pass section of the Siuslaw Highway is submitted.
This section starts at mile post [illegible] and ends at mile post 60,53.

In 19[illegible] the writer made a reconnaissance survey from Eugene to Mapleton. The route via the Siuslaw Highway was included in the report of that reconnaissance. Consequently the field work done with this estimate [illegible] consists of a chain compass line run in 19[illegible]. One day was spent recently looking over the country to learn if any changes had been made regarding clearing and grubbing, right of way, etc.

The present highway, both to the west and to the east of the Low Pass Summit, is very crooked and is on six per cent grade. It appears out of the question to consider straightening it on its existing route as the distance would be decreased too much.

From the compass line notes of 19[illegible] a contour working map, on scale one inch equals 400 feet, was prepared. The shortest and straightest line is one that requires a tunnel. Due to the present day objections to a highway tunnel and to the present day high prices of concrete lining estimate has also been made for a line with a through cut approximately 196 feet deep at its highest point. On this latter route the line passes through the ridge on a ten degree curve. The large fill at mile one could be decreased by throwing the line further up hill at this point and a 400 ft. tunnel put in at the top of the ridge. The cost of construction would be about the same and as a tunnel on a ten degree curve is objectionable no detailed estimate was made.

The cuts on the present highway show the exposed material to be decomposed rock with rock ledges in places. The estimate for the tunnel includes lining.
The through cut has been estimated as unclassified material with one to one slopes. It will require test holes to determine what the material really is.

These reconnaissance estimates were made for a class C highway of 38 feet roadbed at subgrade. The maximum degree of curve is ten degrees. The maximum grade is six per cent.

R[illegible]CONNAISSANCE SURVEY-LOW PASS SECTION OF THE [illegible] HIGHWAY. May 1950.

Following is the estimate of the cost of construction of the line with the 800 ft. tunnel :-

	Mile 1	Mile 1.0 to 2.372
Clearing and grubbing	7,500	10,500
Excavation, common .25 cu.yd.	3,000	———
Excavation, unclassified .45 cu.yd.	[illegible]	65,500
Excavation, structural 3.20 cu.yd.	1,[illegible]	1,[illegible]00
Overhaul .02 cu.yd.sta.	3,000	1,500
Truckhaul .15 cu.yd.mile	2,550	[illegible],750
Round cut banks .15 lin.ft.	5[illegible]	825
Finishing 500 mile	500	625
18" pipe 3.00 lin.ft.	1,320	810
24" pipe 5.00 lin.ft.	4,200	250
36" pipe 10.00 lin.ft.	———	3,000
48" pipe 15.00 lin.ft.	1,050	7,500
Fence 1900 mile	1,[illegible]00	[illegible],375
Surfacing 25,000 mile	3[illegible],[illegible]	4[illegible],750
Tunnel @ [illegible]00 lin.ft.	———	40[illegible],000
Right of way	[illegible]00	750
Dep[illegible] [illegible] control [illegible]	1[illegible]	[illegible]
Total	36,565	568,[illegible]
[illegible]	[illegible],[illegible]	56,855
Total	[illegible]5,256	[illegible]25,508

Total from mile [illegible] to mile [illegible] ——————— $7[illegible],[illegible]

Clearing and grubbing ———	$ 1[illegible],000
Excavation, common 12,000 cu.yds. at 0.25 ———	3,000
Excavation, unclassified 243,000 cu.yds. at 0.45 ———	109,350
Excavation, structural 1,000 cu.yds at 3.[illegible] ———	3,200
Overhaul 215,000 cu.yd.sta. at 0.02 ———	4,300
Truckhaul 82,000 cu.yd. mile at 0.15 ———	12,300
Round cut banks 8,000 lin.ft. at 0.15 ———	1,[illegible]
Finishing 2.25 miles at 500.00 ———	1,125
18" pipe 710 lin.ft. at 3.00 ———	2,1[illegible]
24" pipe [illegible]90 lin.ft. at 5.00 ———	4,450
36" pipe [illegible]00 lin.ft. at 10.00 ———	3,000
48" pipe [illegible]70 lin.ft. at 15.[illegible] ———	3,[illegible]
Fence 2.25 miles at 1900.00 ———	4,275
Surfacing [illegible] miles at [illegible] ———	7[illegible],750
Tunnel [illegible]00 lin.ft. at 500.00 ———	4[illegible],000
Right of way ———	1,[illegible]
Total	$[illegible],1[illegible]
[illegible]	[illegible],[illegible]
Total	$[illegible],[illegible]

RECONNAISSANCE SURVEY-LOW PASS SECTION OF THE SIUSLAW HIGHWAY. May 1950.

Following is the estimate of the cost of construction of the line with a through cut at the summit:-

		Mile 1	Mile 1.0 to 2.366
Clearing and grubbing		7,500	10,500
Excavation, common .25 cu.yd.		3,000	—
Excavation, unclassified .45 cu.yd.		10,350	342,000
Excavation, structural 3.20 cu.yd.		1,600	1,600
Overhaul .02 cu.yd.sta.		240	6,000
Truckhaul .15 cu.yd.mile		18,000	27,000
Round cut banks .15 lin.ft.		360	1,110
Finishing 500 mile		500	686
18" pipe 3.00 lin.ft.		900	720
24" pipe 6.00 lin.ft.		5,000	3,150
36" pipe 10.00 lin.ft.		—	3,100
48" pipe 15.00 lin.ft.		1,050	4,500
Fence 1900 mile		1,900	2,584
Surfacing 35,000 mile		35,000	47,810
Right of way		600	750
Degrees central angle		185	308
	Total	86,000	451,509
	+10%	8,600	45,151
	Total	94,600	496,660

Total from mile 0 to mile 2.366 ———————— $591,260

Clearing and grubbing	$ 18,000
Excavation, common 12,000 cu.yds. at 0.25	3,000
Excavation, unclassified 783,000 cu.yds. at 0.45	352,350
Excavation, structural 1,000 cu.yds. at 3.20	3,200
Overhaul 312,000 cu.yd.sta. at 0.02	6,240
Truckhaul 300,000 cu.yd.mile at 0.15	45,000
Round cut banks 9,800 lin.ft. at 0.15	1,470
Finishing 2.37 miles at 500.00	1,185
18" pipe 540 lin.ft. at 3.00	1,620
24" pipe 1,350 lin.ft. at 6.00	8,150
36" pipe 310 lin.ft. at 10.00	3,100
48" pipe 370 lin.ft. at 15.00	5,550
Fence 2.36 miles at 1900.00	4,484
Surfacing 2.366 miles at 35,000.00	82,810
Right of way	1,350
Total	$537,509
+10%	53,751
Total	$591,260

Following is a table of comparative information of the two routes and of the existing Siuslaw Highway from mile post [illegible].84 to mile post 5[illegible].53.

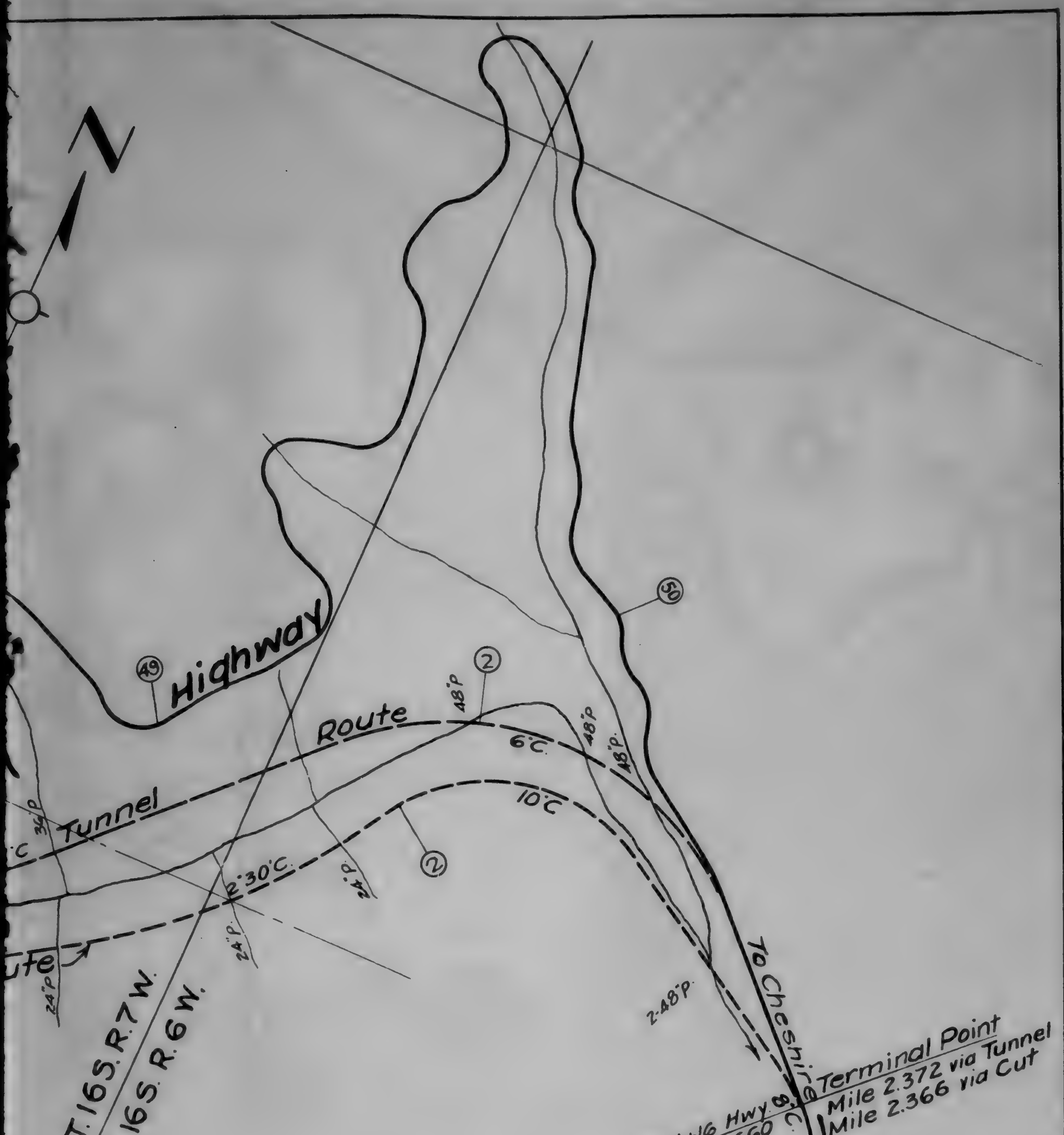
	With [illegible]00ft. Tunnel	With Through cut	Existing Highway
Actual length in miles	2.572	2.366	5.650
Estimated cost of construction	$720,643	$591,260	—
Degrees central angle curvature	334	528	4,501
Total number of curves	9	11	78
Maximum degree of curve	10 deg	10 deg.	57 deg.
Number of maximum curves	8	6	15-56 deg. curves
Maximum central angle in one curve	91 deg.	100 deg.	195 deg.
Maximum grade	6%	6%	6%
Length of grade 5% or over	31 sta.	89 sta.	142 sta.
Total length 6% grade	44 sta	69 sta.	134 sta.
Highest grade elevation	967	990	1174
Total rise to east	242 ft.	265 ft.	450 ft.
Total fall to east	307 ft.	330 ft.	517 ft.
Rise and fall on grade 5% or over	259 ft.	285 ft.	461 ft.

The line with the through cut has more curvature than the tunnel line but the estimated cost of construction is $129,383 less.

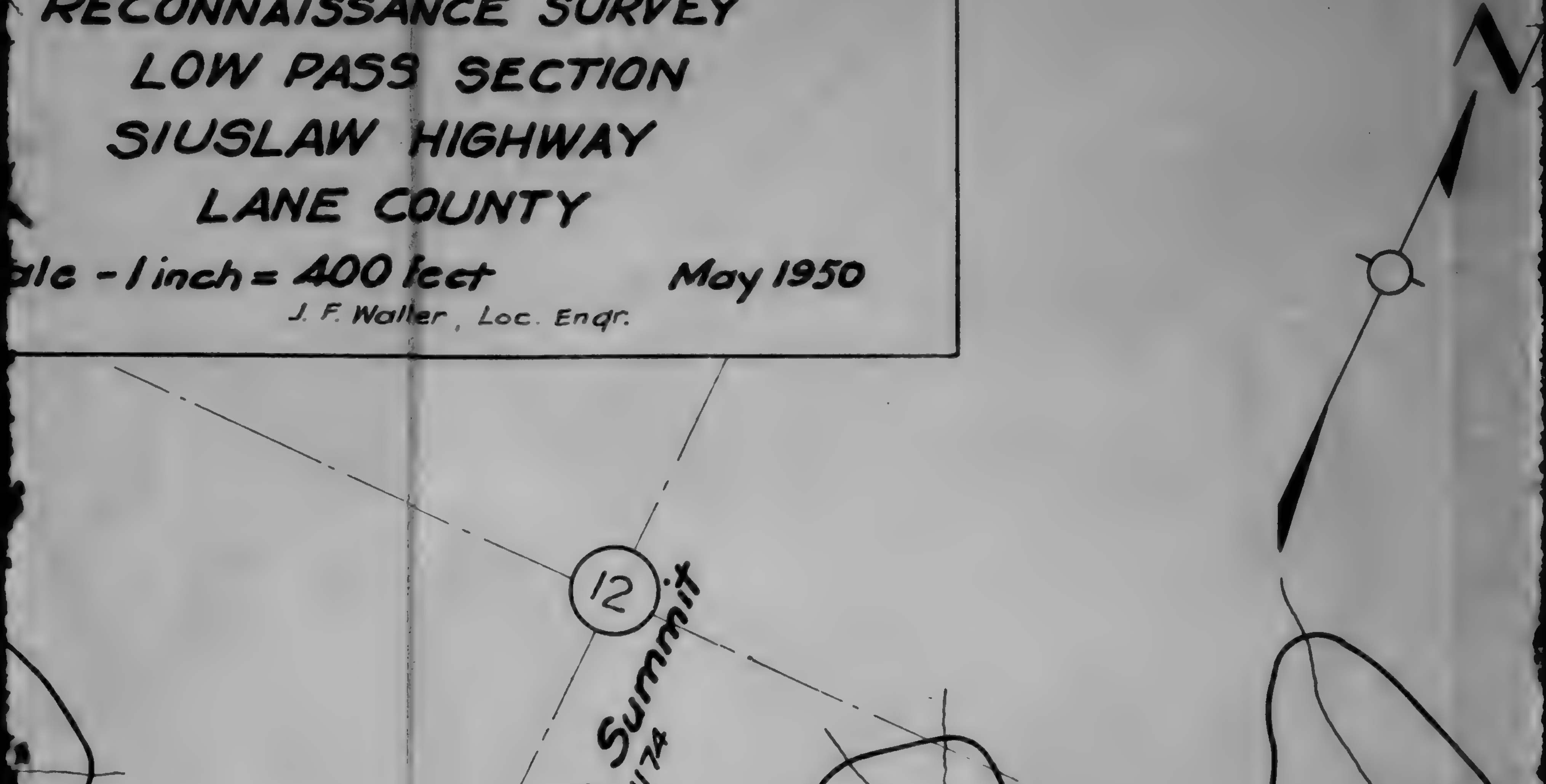
The following prints accompany this report :-
1-Map of lines on scale one inch equals 400 feet.
2- Profiles of the two routes.

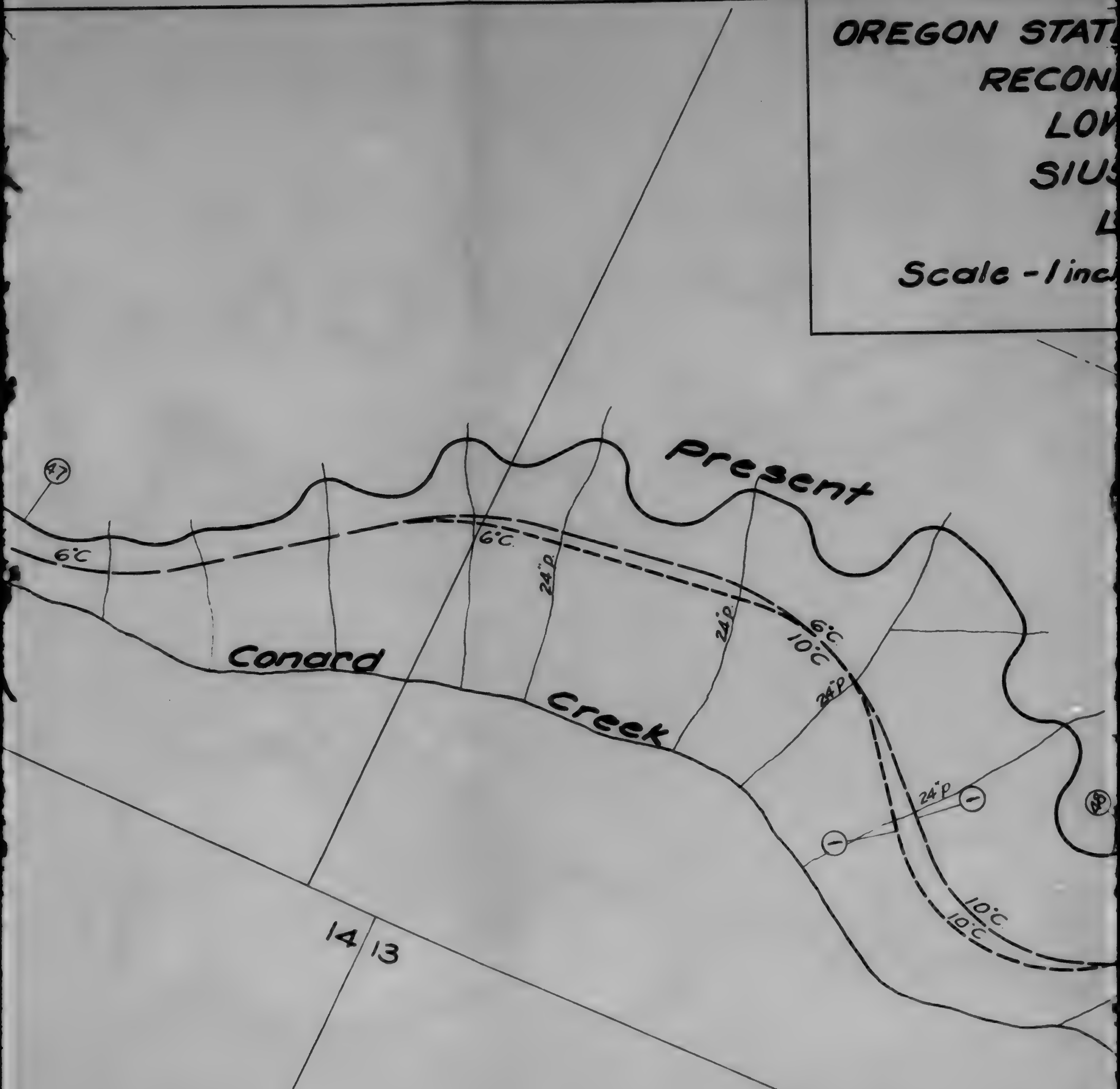
Respectfully submitted,

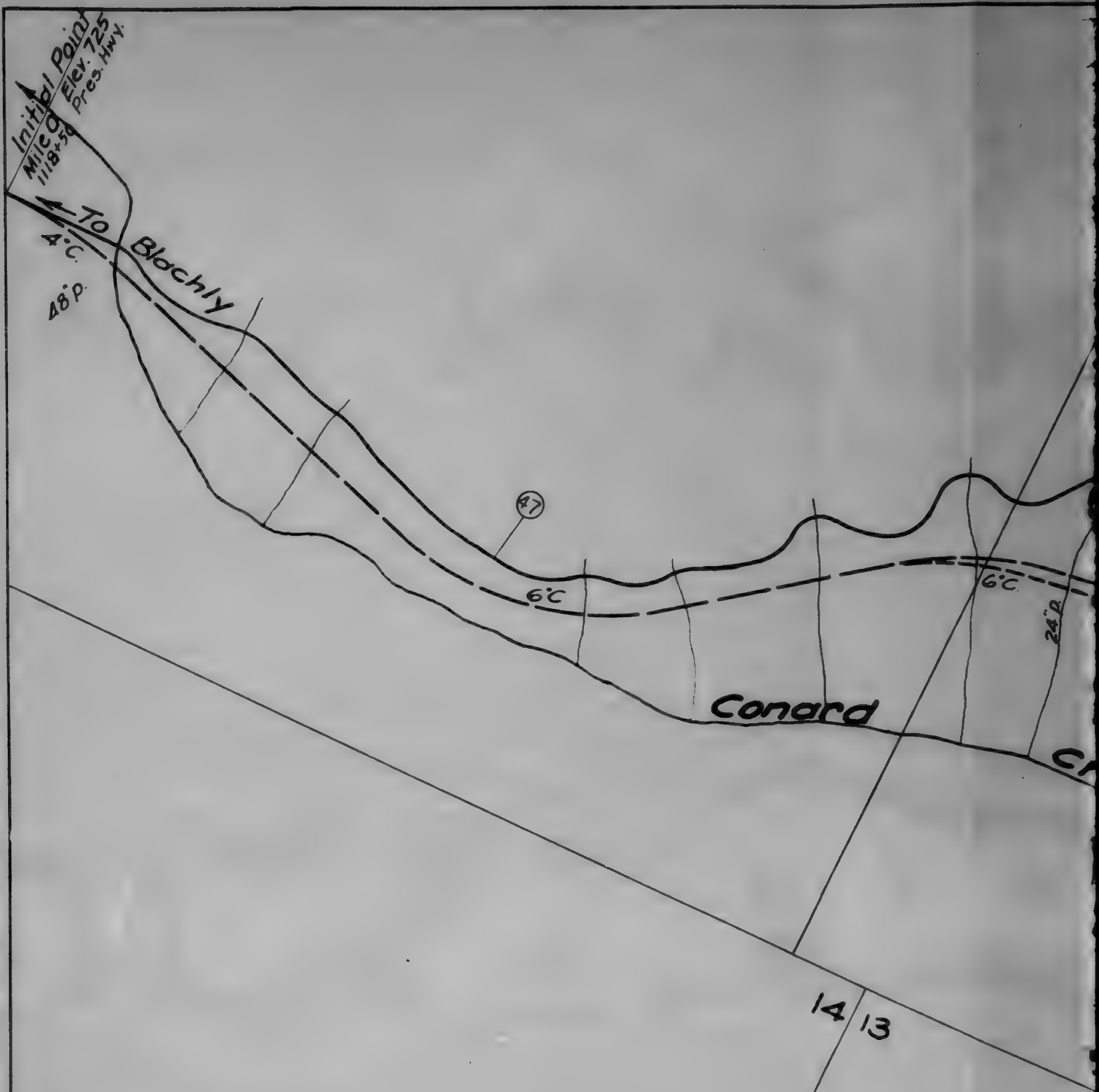
J.F.Waller, Locating Engineer.


N
Highway
(49)
(50)
(2)
(2)
Tunnel
Route
...ute
6°C.
10°C
...°C
2°30'C.
48"P
48"P
48"P
36"P
24"P
24"P
24"P
2-48"P
To Cheshire
Terminal Point
Mile 2.372 via Tunnel
Mile 2.366 via Cut
924+16 Hwy. 8
Elev. 660
T. 16 S. R. 7 W.
T. 16 S. R. 6 W.

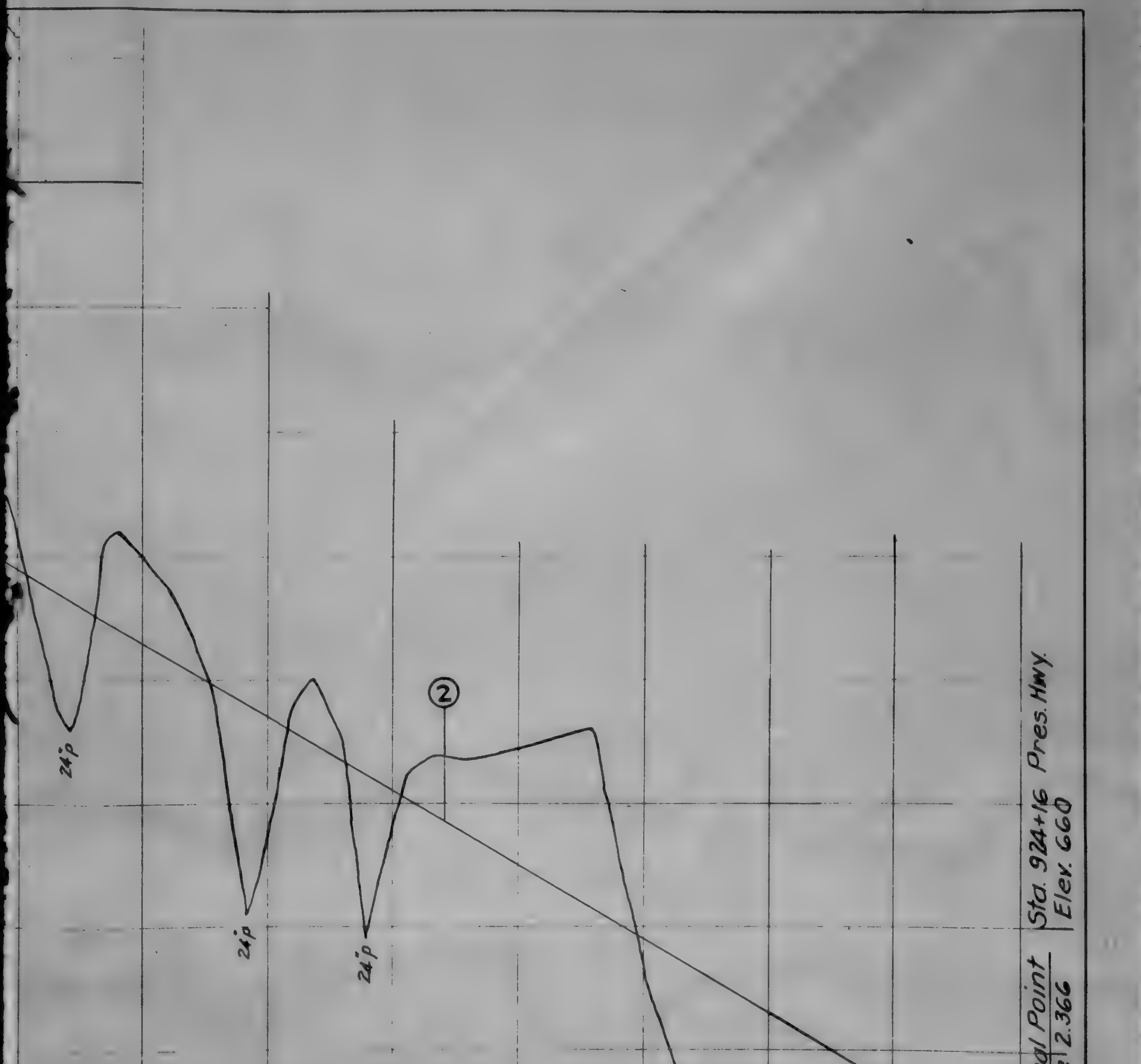
ON STATE HIGHWAY DEPARTMENT
RECONNAISSANCE SURVEY
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY
ale - 1 inch = 400 feet   May 1950
J. F. Waller, Loc. Engr.

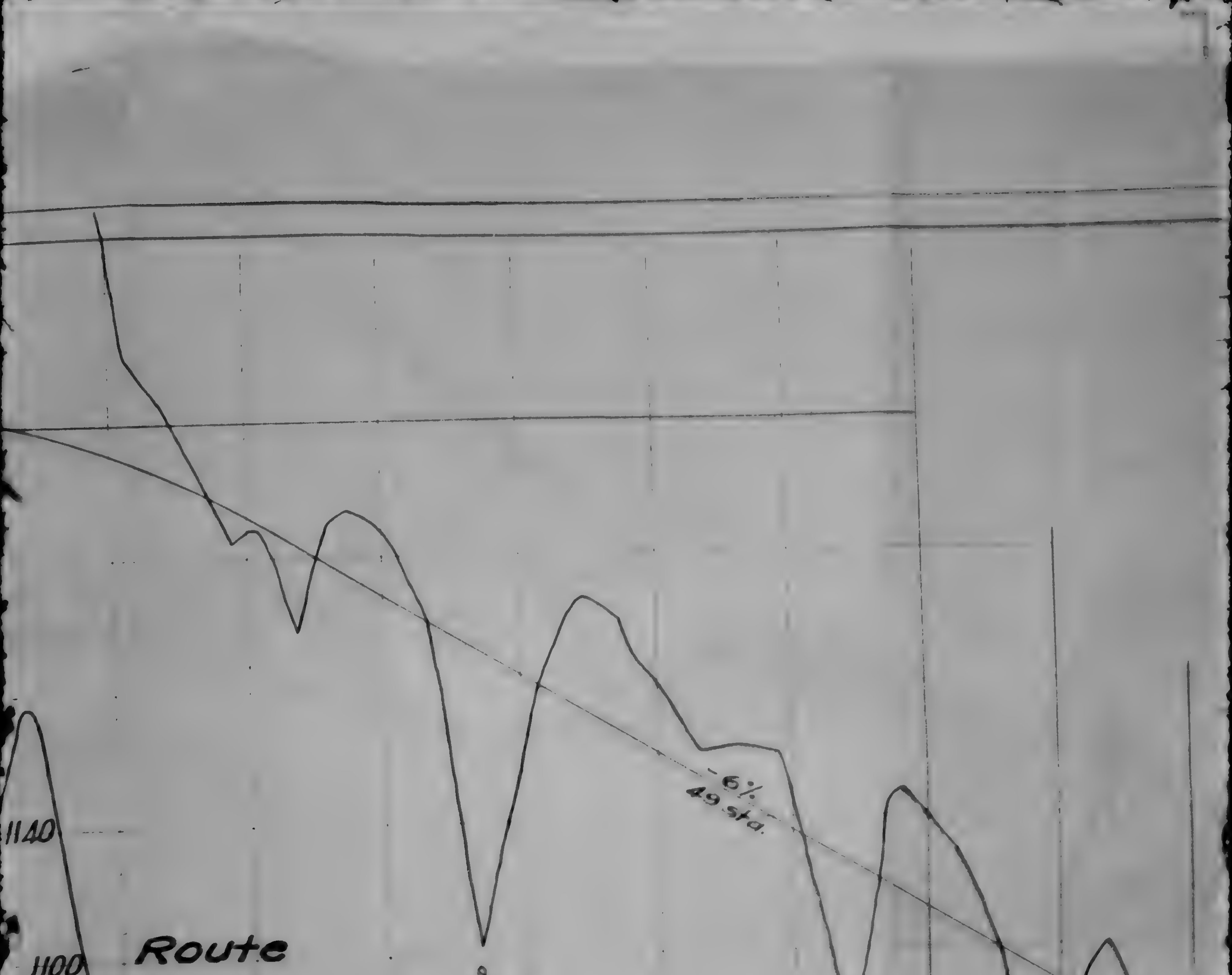


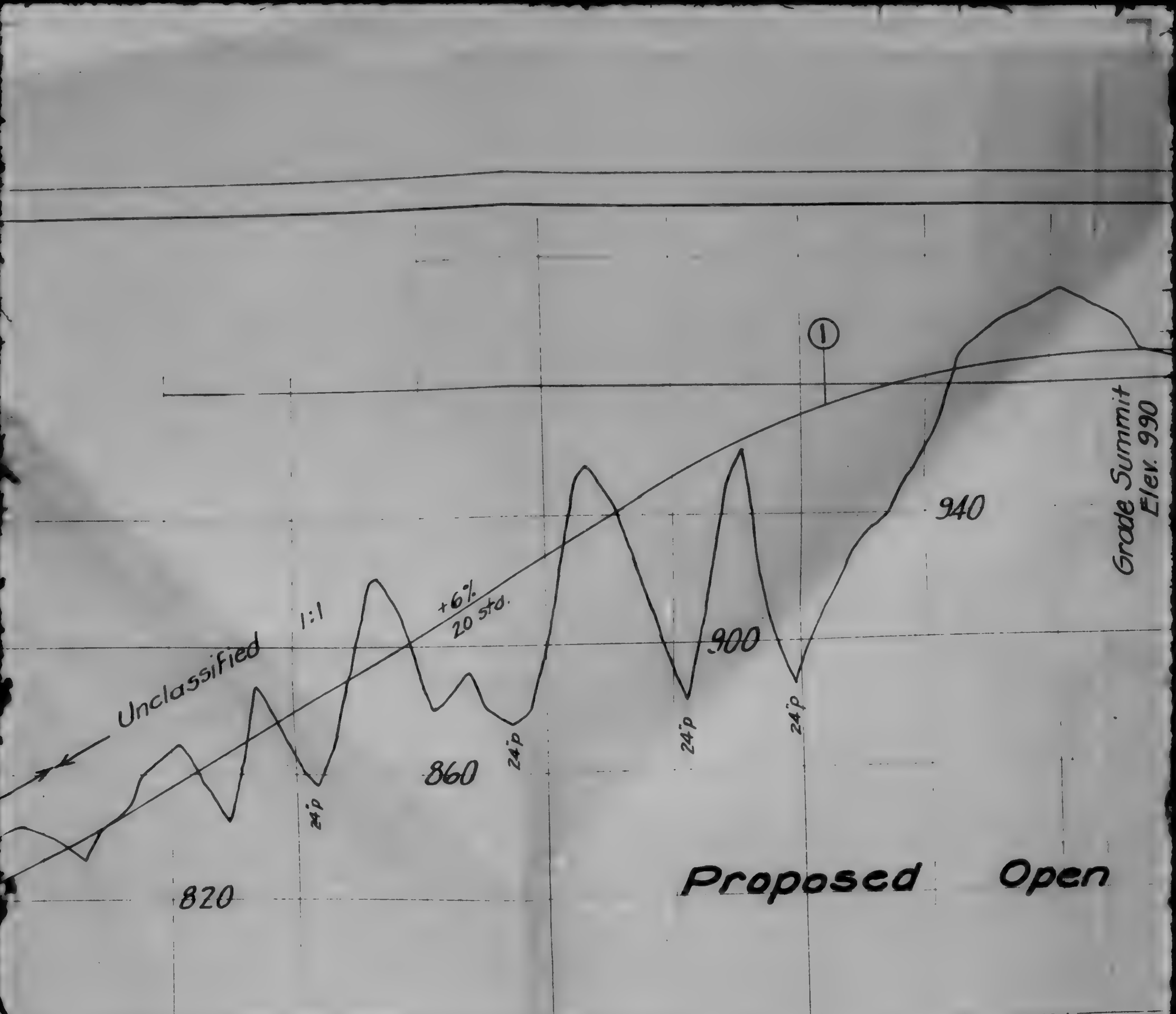

OREGON STAT
RECON
LOV
SIUS
L
Scale - I inc
Present
Conard
Creek
47
6"C
6"C
24"P
24"P
6"C
10"C
24"P
24"P
10"C
10"C
14
13

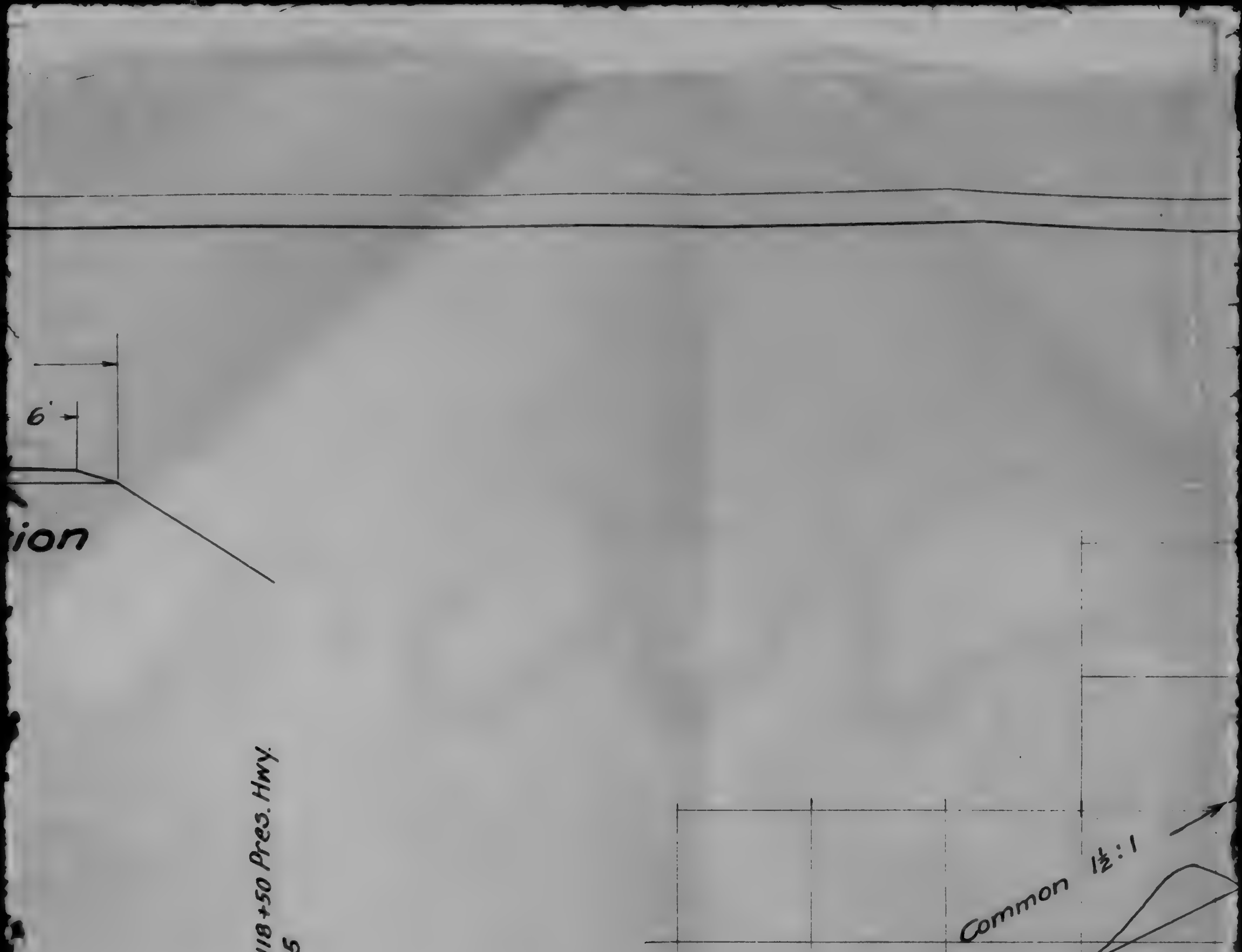

Initial Point
Mile 0 Elev. 725
1118+50 Pres. Hwy.
To Blachly
4"C.
48"p.
47
6"C
6"C.
24"p.
Conard
Cr
14
13

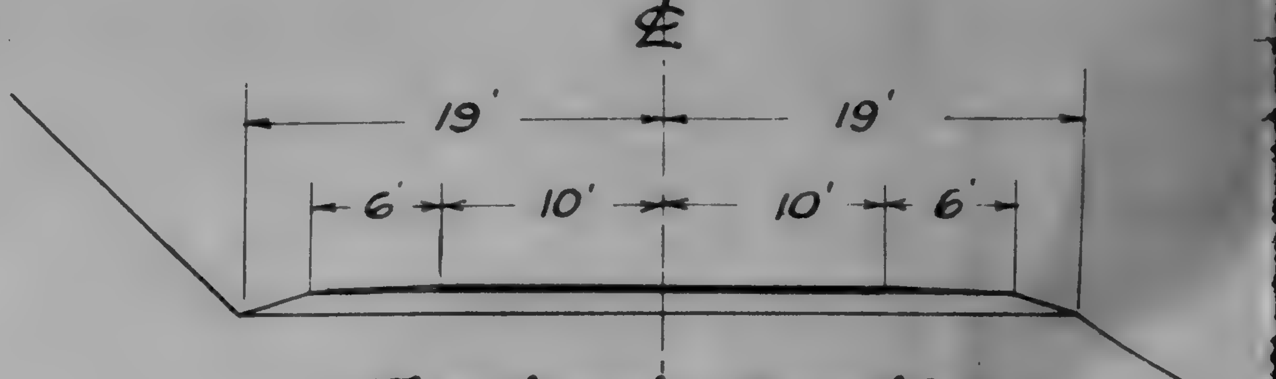
Drg. No. 10C-3-1


24"p
24"p
24"p
②
2-48"p.
96
104
112
120
Terminal Point Sta. 924+16 Pres. Hwy.
Mile 2.366 Elev. 660
Pres. ℄

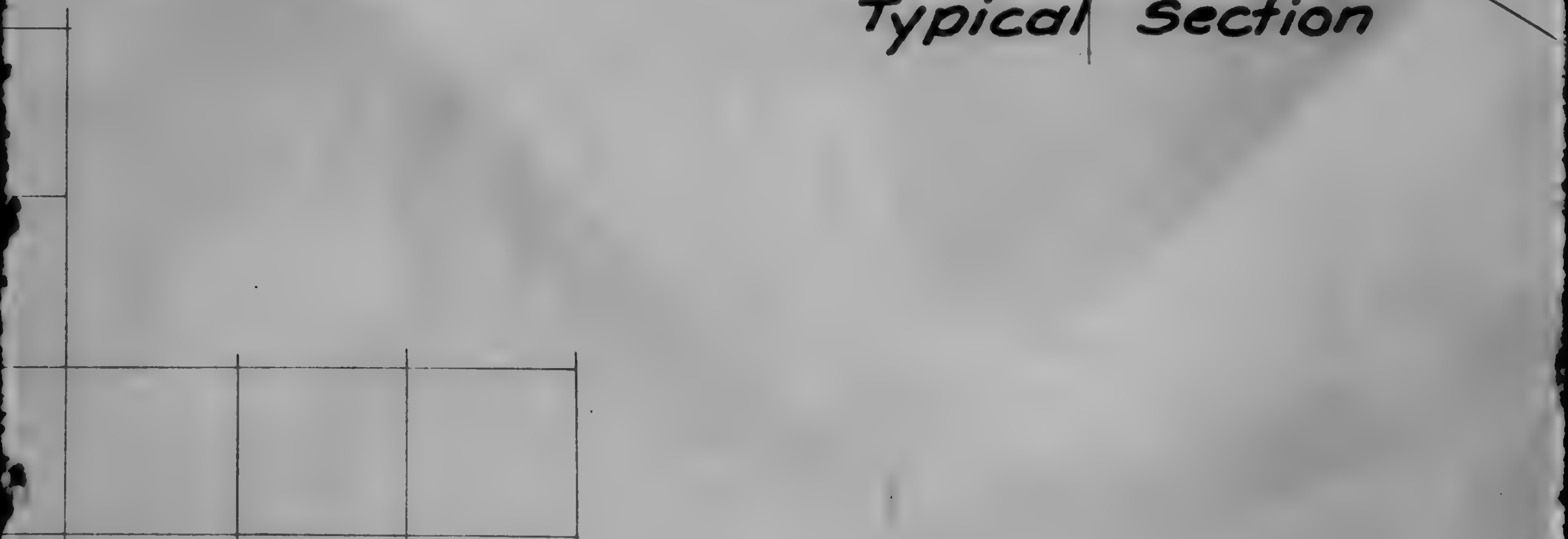

Route
1140
1100
1060
1020
980
-6%
49 sta.
36"p
24"p
24"p
24"p
72
80
88
96
10

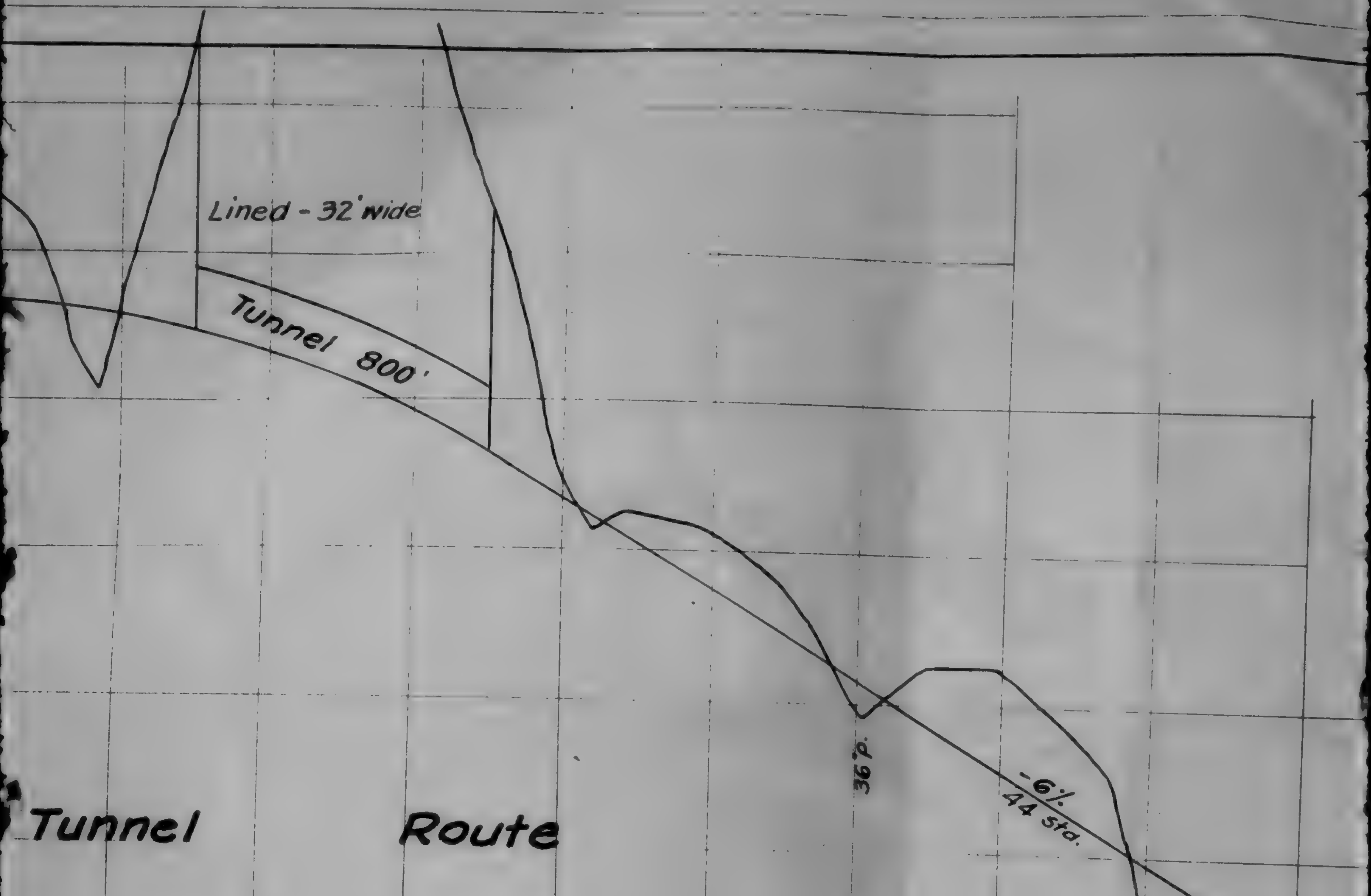

Unclassified
1:1
+6%
20 sta.
①
Grade Summit
Elev. 990
940
900
860
820
24'p
24'p
24'p
24'p
24'p
Proposed Open
32
40
48
56

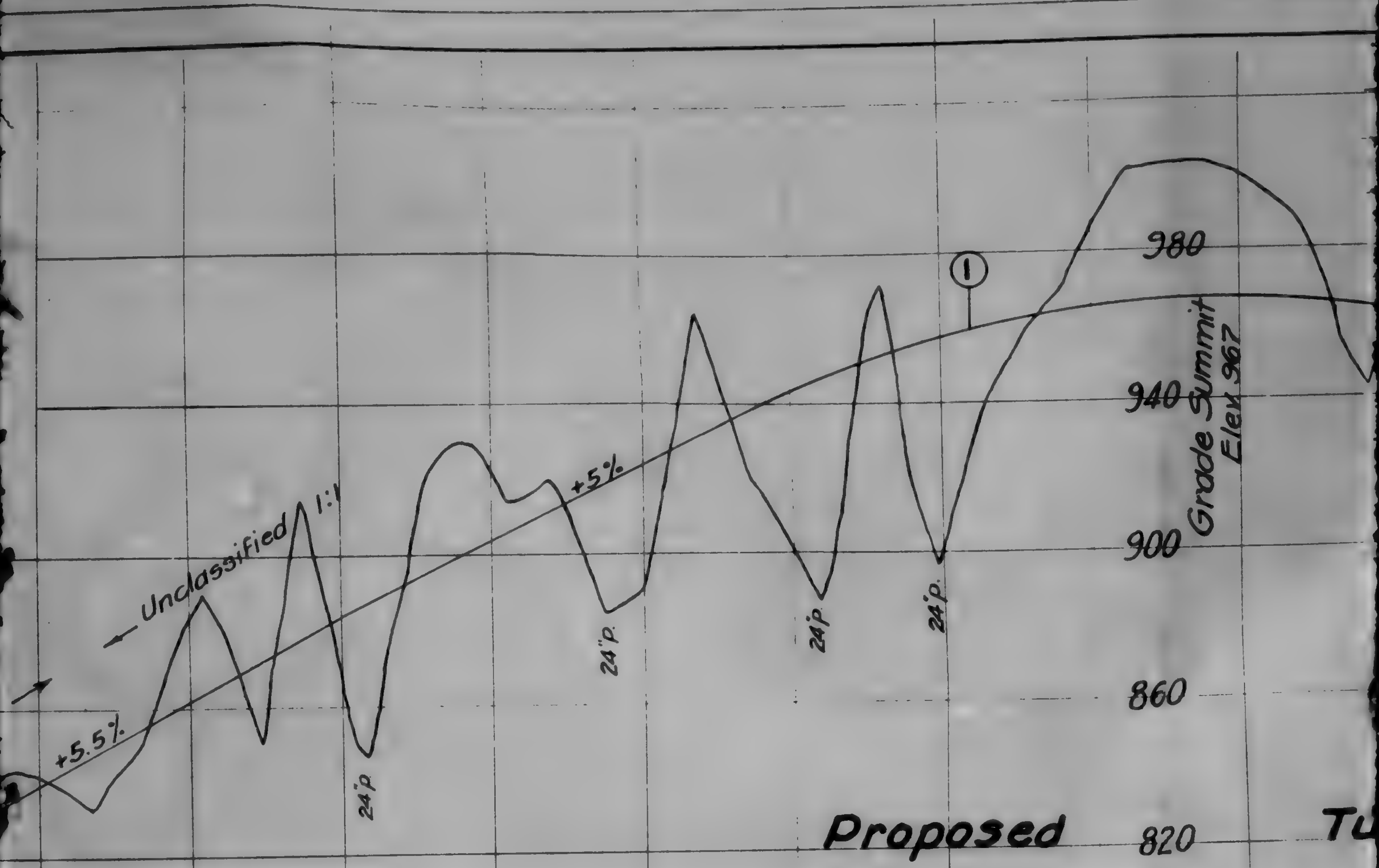

6'
ion
Terminal Point Sta. 924+16 Pres. Hwy.
Mile 2.372 Elev. 660
Initial Point Sta. 1118+50 Pres. Hwy.
Mile 0 Elev. 725
Conard Creek
48P
Pres. Hwy.
Common 1½:1
+5%
700
740
780
0
8
16
24



Typical Section




Lined - 32' wide
Tunnel 800'
Tunnel Route
36 p.
-6%
44 Sta.
36 p.
64
72
80
88
96

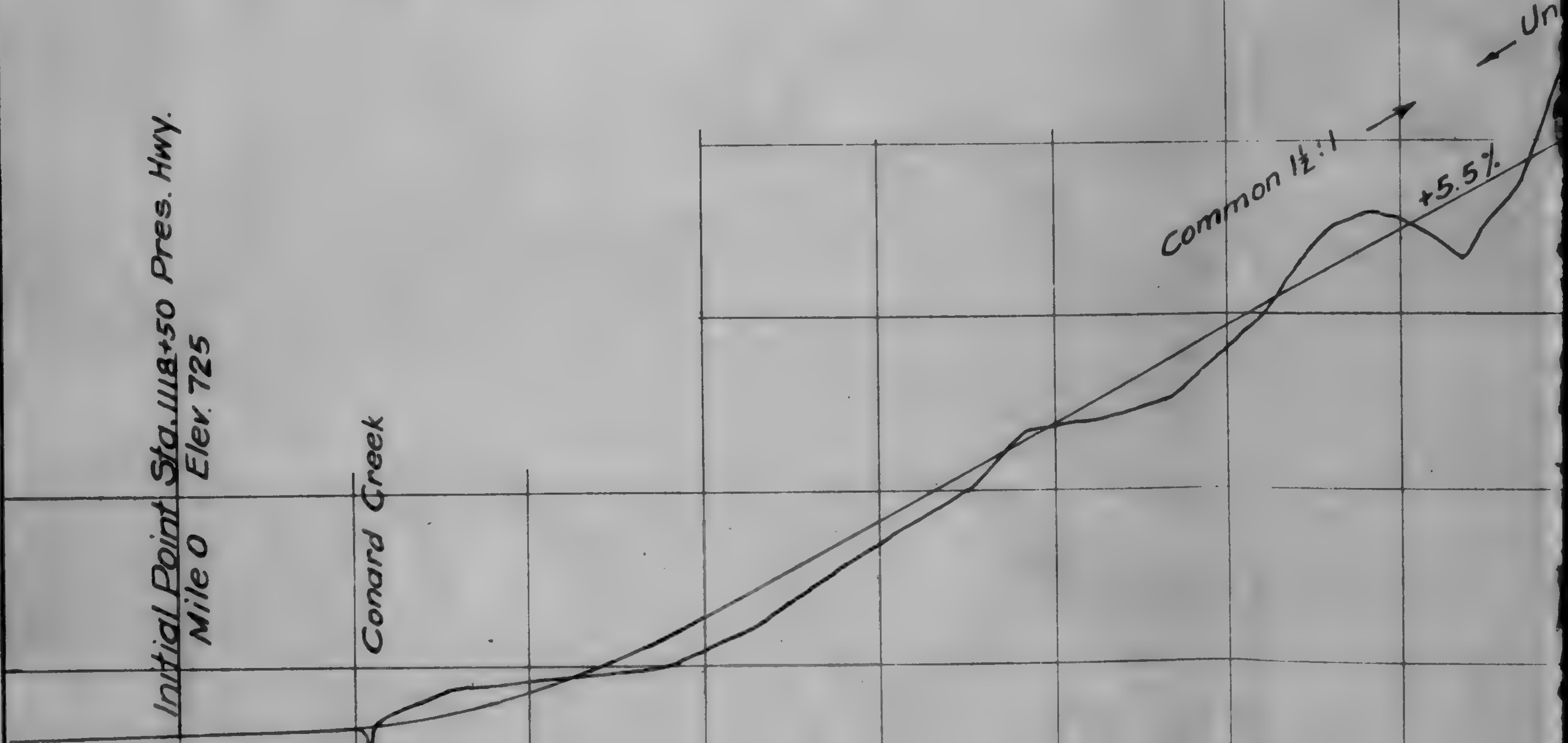


+5.5%
Unclassified 1:1
+5%
24"p
24"p.
24"p.
24"p.
①
Grade Summit
Elev. 967
980
940
900
860
820
780
740
700
Proposed
Tu
32
40
48
56

OREGON STATE HIGHWAY DEPARTMENT
RECONNAISSANCE SURVEY
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

Scale - Horiz. 1" = 400' May 1950
Vert. 1" = 40' J.F.W. Loc. Engr.

Drg. No. 10C-3-1



TF-1 (3) Low Pass Sec. of the Siuslaw 1954
Hwy., about 2 miles east of
#3774 Blachly. Folder #2

RECEIVED
APR 2 1955
FOR FILING

3754

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NOTED
State Highway Engineer

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF CHESTER E. PAULSEN

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF CHESTER E. PAULSEN

BE IT REMEMBERED that on the 10th day of February, 1955, at the hour of 1:30 p. m., in the Marion County Court House, Salem, Oregon, the deposition of Chester E. Paulsen was taken as an adverse party witness before B. D. Peyton, official court reporter and notary public for Oregon;

Plaintiff appearing by Mr. Hugh L. Biggs and Mr. C. C. Cory, of its attorneys, and Mr. Jack McDougall;

Defendant appearing by Mr. Ralph W. G. Wyckoff, Jr., of its attorneys;

WHEREUPON the following proceedings were had and testimony taken, to-wit:

CHESTER E. PAULSEN, being first duly sworn by the notary, was thereupon examined by counsel and testified as follows:

DIRECT INTERROGATORIES BY MR. BIGGS:

Q Will you state your full name?

A Chester E. Paulsen.

Q And your residence, Mr. Paulsen?

A Salem, Oregon.

Q How long have you lived in Salem?

A Fourteen years.

Q What is your occupation?

A I am an estimator for the State Highway Commission.

Q How long have you been so employed?

A Fourteen years, as estimator.

Q What is an estimator?

A An estimator works primarily through the locators, as soon as they have enough data so that he can estimate what a job should cost, and works from there on through until the final estimate is made up for the Commission.

Q In other words, he is a cost estimator?

A Cost estimator, that's right.

Q And the costs that he is engaged in estimating are the anticipated costs of proposed projects to the State Highway Commission?

A The anticipated bids that the contractor will make.

Q I see. Of course, that bears some relation to costs?

A Some relation to costs, but not altogether.

Q What is your academic training?

A High school and a year and a half of college, and completed about 40 percent of an I.C.C. course in engineering.

Q In engineering?

A Yes.

Q Your primary training is engineering rather than accounting?

A That's right.

Q Have you had training in accounting?

A Only what I had in school; just general courses.

Q What school did you go to?

A Oregon State.

Q Did you take some engineering there?

A I was taking chemical engineering.

Q Chemical engineering?

A Yes.

Q What practical experience have you had in civil engineering?

A Starting in 1928, I started with the State Highway Department.

Q Of Oregon?

A Of Oregon; and I have been with them ever since except for a year and a half with the U. S. Army Engineers. In 1926, 1927 and 1928, prior to coming to Oregon, I worked with the Bureau of Public Roads.

Q You are a native of what state?

A Oregon.

Q When did you finish your college work?

A About 1919.

Q Then right after that you went to work for the government, did you?

A Shortly after that I went to work, yes, with the Bureau of Public Roads.

Q In what capacity?

A At that time I was a chainman.

Q Did you progress to any higher position with them?

A Not with the Bureau of Public Roads, no.

Q What was your next engineering position?

A The next engineering position was with the State of Oregon, starting as a checker.

Q With the State Highway Commission?

A Yes.

Q What is a checker?

A A checker works under a street inspector issuing tickets and mostly seeing that rock was placed on the road in the right of way.

Q I see.

A In processing the base.

Q What is the highest position you hold in an actual construction or engineering capacity with the State Highway Commission?

A Well, I would say there were about three different related jobs. I acted as transitman, as - well, I had levelman experience, although I wasn't classed as a levelman, and acted as topographer on location.

Q You were never what they call the locating engineer?

A No; I worked under a locating engineer.

Q You worked under the locating engineer as a transitman and as a topographer?

A Yes.

Q What is a topographer?

A He takes it after the P-line has been established and the levels run from the P-line.

Q What is the P-line?

A Preliminary Grade Line. Then the topographer works - taking all the physical characteristics of the ground and elevations away from the centerline, within a reasonable distance, to ascertain the contours and exactly where the road should be placed in relation to those contours.

Q In connection with his actual surveyed measurements, does he also make visual gross observations of the contour of the land?

A Yes, he will do part of it by instruments and part of it by observation.

Q And that will be reported in notes?

A Mostly sketches.

Q From that work then you went to the cost estimator's office?

A No, after that I went back on again as checker and inspector, and worked for several years as inspector.

Q Well, give me the other experience that you had.

A That is the other experience in between, as checker and inspector - State inspector on all types of highway work.

Q You continued that until when?

A Until fourteen years ago, which would be 1940.

Q Then you went into the cost estimator's office?

A Into the cost estimator's office.

Q In what capacity?

A As cost analyst.

Q What does the cost estimator's staff consist of?

A Well, I have two men that help me out, working under Mr. Cutler; formerly Mr. Clymer, and now Mr. Cutler.

Q Mr. Clymer is what?

A Chief cost analyst.

Q His assistants are each cost estimators?

A No, I am second under him, as cost estimator. Then we have one cost analyst and five assistant cost analysts.

Q I see. And what does that office do, what data does it gather - what conclusions does it arrive at and for what purpose?

A Our major work consists of two correlated things. First, to begin with, we go out and follow a job through from the time a contractor starts work.

Q You mean you go out on the field?

A On the field, watching it as closely as we can, every week or ten days, according to the progress of the work.

Q Do you, as cost estimator, do that?

A No, not as cost estimator; the rest of the boys do that.

They collect the data on the project, how the work is going, progressing in their estimation, the equipment on the job, the men on the job, and they follow through until the end of the job. At the end of the job, after the final estimate is made, they go through the contractor's books and get his actual costs from the job, which are open to the cost analysts.

Q Why do they obtain that data?

A In that manner, they figure final cost of the work, and in their estimation then and Mr. Cutler's and mine, as to class of the work, we figure out what that work actually cost. Then from that basis when future jobs come up, of like character, I am able to go out across the job, if it is like a certain job we had before, if conditions are the same - that is, economic conditions.

Q You accumulate that data for background data in future estimating, is that correct?

A Yes.

Q Now I am interested in what you do by way of making your preliminary estimate - what your office does by way of making your preliminary estimate.

A For a new project?

Q Yes, sir, for a new project.

A I usually go out as soon as the locator can give me definite data, on at least an approximate, if not final quantities of the major cuts, and where the line is going, so I know how much clearing there is, the quantity of timber, if any, and I go over the job, walk the job completely. Then I try to classify, to the best of my ability, each cut.

Q As to type of material in it?

A As to type of material and the probable cost of what it should be worth; not what it will cost, but what it should be worth, and make up the estimates from that.

Q Were you working in that capacity on the Low Pass Summit Section of the Siuslaw Highway?

A I was.

Q That is, you were the field man from the cost estimator's office at that time?

A Yes.

Q And you did on that job just what you have described here?

A Yes.

Q Would you have made a record or a diary of your observations on the job, Mr. Paulsen?

A I have my first cost estimate on the job, yes, what I figured it was worth, classified by cuts.

Q Do you have that with you?

A I do.

Q May I see that?

A Yes. (handing to counsel.)

Q Is this document now that you have handed me taken from your official files, Mr. Paulsen?

A That is; it is an official folder of the job.

Q This is entitled, "Oregon State Highway Commission Columnar

Tabulation Sheet, Low Pass" - with some hieroglyphics that look very much like doodling, over here in the right hand corner.

A Most likely it is.

Q And the data on here in pencil figures under the columns "Station to Station, Amount, Unit Cost and Total Cost," is that correct?

A Correct.

Q The Station to Station, of course, describes the area within which you are estimating the cut?

A It is usually between cut sections; we can jump the fills.

Q The column "Amount" is the quantity?

A The quantity, from the engineer.

Q And the unit cost is your estimate what the reasonable cost would be of removing the type material?--

A That's right.

Q --that you believe to be in that quantity, is that correct?

A That's right.

Q And the total cost is the unit cost as applied to the amount between those stations; is that correct?

A That's right.

Q In the sheet that you have handed me, do you have the entire project bracketed by your stations?

A I would not know unless I take a look at it.

Q If you will, please.

A No, there is a small amount down at one end and that could be all fill, but I think this is all the excavation.

Q If you will take a profile--

A The station starts at 9; I have a little in here. This is 34-plus-50. Here is actually where I took it from, the first main excavation. There would be 160 and 281 yards that is not accounted for, which would be 347 yards not account for.

Q I see. But practically all of it is?

A Yes.

Q May I see those again, please. I notice now on the first quantities, 10,482 cubic yards, you have a unit cost of 35 cents.

A Right.

Q With a total cost of $3,653.00. Upon what type of material is that unit cost based?

A That would be dirt or light shale or something that could be handled by earth-moving equipment rather than a shovel.

Q Would that even require a ripper?

A No.

Q It will not?

A It will not require a ripper.

Q You could do it all with a bulldozer?

A A bulldozer, or rubber-tired scraper equipment.

Q You then show another item for 35 cents, which I presume is the same type of material, then a unit price of 43 cents, applicable to 104,961 cubic yards between stations 59-plus-00 and 73-plus-00.

A That's right.

Q And what type of--

A I think it is self-explanatory, there in the brackets.

Q You have under that in brackets 85 percent common, 35, and 15 percent sandstone at 85.

A That's right.

Q Is the sandstone estimated on blasting figures?

A That's right. That would be easy blasting or maybe a small amount of ripping. That is why I have 85. Heavy sandstone I figured at more than that, on the job.

Q And what would be the depth of that sandstone?

A That varies, very much, with the cuts.

Q No, I am speaking of this particular place; was this sandstone that you could see?

A No, definitely not, you could not see it.

Q You could not see it?

A No.

Q All right; between those stations could you tell the height of the cut, from your profile?

A Yes, if I can have that again.

Q That is stations 59 and 73.

A At 59, there is a 22-foot cut on centerline; to 73. About a 32-foot cut on centerline would be your heaviest cut.

Q At that point?

A Between those points.

Q On what did you base your judgment that 15 percent of it was sandstone?

A Mostly from traveling up and down the old road and looking at the parallel cuts.

Q Did you do any drilling there?

A No.

Q You did not?

A No; it was visual inspection only.

Q Did you have the counsel of a geologist at all on that trip?

A No.

Q Then your next breakdown is between stations 73 and 84. You have there a quantity of 507,692. That is the big cut?

A That's right.

Q You figured that at 15 percent common?

A And 15 percent intermediate and 70 percent solid.

Q Let me see if I understand you correctly. You have on one line, 15 percent common at 35, unit cost 75. What does that mean?

A Well, that 75 is the accumulation of the three costs there.

Q The average of the three costs?

A Yes.

Q You have 15 percent common, 35 cents; you have 15 percent shale which you can rip, 50 cents.

A That's right.

Q And 70 percent sandstone which you have to drill and shoot, at 90 cents?

A Yes.

Q On what did you base that breakdown?

A Again, by looking at the center cut on the top of the hill and the first two cuts on the west slope. I figured from that, that when you got down to the material there, to a depth somewhere in the vicinity of 20 feet, you were going to hit solid, and that is based both on looking at that and from past experience on quite a few jobs through the coast range.

Q The 15 percent common then and shale would be what you call the overburden?

A The 15 percent common would be the overburden. Then it goes gradually into light shale, and as it goes deeper it solidifies and gets tighter, the deeper you get in a heavy cut, especially in the coast range.

Q To what depth would that shale carry, that 15 percent?

A It would carry - well, as a matter of fact, it varies considerably. It is almost impossible to tell; you arbitrarily take what you think is right, from looking at the other sections.

Q I am wondering if you meant the 15 percent common and 15 percent shale would be included in the 18 to 20 feet of overburden.

A No, more of the common would be in the overburden, and the shale would be the start of the hard rock but it would still be soft enough so that you could work it, by ripping.

Q So you figured about 18 or 20 feet of dirt or common?

A Yes. Then maybe 15 to 20 feet, something like that, of tighter stuff, but still material that you could rip, before you would have to start shooting.

Q Which would take it down to about 35 or 40 feet?

A Yes.

Q And from there on--

A From there on, I figured it would be bad all the way through.

Q The last 160 feet you figured would have to be shot?

A Yes.

Q And you figured the shooting at 90 cents?

A Yes.

Q On what did you base that?

A Past experience.

Q Past experience on what engineers would bid, or what you could hire that work to be done?

A On what the average prices had been, on our average bid prices, which we tabulate every year. We tabulate the average bid prices for all projects - broken down in all items, rather, and that was the average of our bid prices over the past year or so, which would be comparable.

Q I was wondering on that if you had actually taken any data based upon the real cost to a contractor, or his bid on excavation of known rock.

A It would be a combination of both. On the first one here I used the average bid prices as bid by the contractors over the prior years.

Q Well, let's put it this way. If you had a situation in which the rock was exposed, and the contractor knew and you knew that it was solid rock, like this sandstone, and had to be blasted all the way down, what then would be your experience, with the cost of blasting and drilling, and the contractor's bid on work that he knows has to be blasted and drilled, to tell you what the appropriate price would be?

A If it was solid all the way through the cut, I would say if he bid much under 90 cents, he would lose money.

Q Do you think he could do it for 90?

A Yes.

Q And do you think he would undertake to do it at 90?

A Yes.

Q If he knew what he was getting into?

A Yes; if it was showing rock to the top - of that type of rock only. Rock varies.

Q Other types of rock would be more expensive?

A That's right, and some would be slightly less.

Q On your next one, station 84 to 143, you have 90,000 yards, and you have that figured at 35.

A Yes; that is common.

Q So that you have a total of 768,776 cubic yards of excavation, to which you applied an average unit price of 62½ cents?

A Yes.

Q Coming up with a total estimated cost of excavation of

$480,634.00; is that correct?

A Yes.

Q Now that was your estimated actual cost of this project?

A Of what the project should be worth, yes.

Q That is the excavation?

A What the excavation should be worth.

Q There would be other items, I presume, contractor's items that would bring the total cost of the project up?

A That's right.

Q But on the excavation it would be $480,000.00?

A Yes.

Q That is the total?

A Yes.

Q And that was based, again, I believe you stated, upon your visual observation in going over the ground?

A Yes.

Q And your independent classification of the materials, based upon those visual observations?

A Yes.

Q Did you make any use of data from the test hole borings, Mr. Paulsen?

A That was made up before the test borings.

Q This?

A Yes, that particular one.

Q This document we just discussed was made up before the test borings?

A Yes.

Q Were they then engaged in drilling?

A At that particular time - I am not in a position to say without checking.

Q Did you have any responsibility for the location of the drill holes?

A No.

Q Aren't they primarily for the benefit of your department?

A No.

Q In making cost estimates?

A No. In fact, we use them very little.

Q For whose benefit are they?

A I don't think I would be in a position to say that. I think most of the drill holes we put in in the state are for the benefit of the locator in determining where his road should go, more than anything else.

Q Well, in this case, of course, you said that the line had been located and you had actually made your visual observations on the line and taken the quantities that had been settled upon--

A That's right.

Q --before the test hole was ever in.

A I am not in a position to say that. I do not know whether the test hole was in at that particular time or not.

Q But you do want to say that you did not take into consideration the borings from the test hole on your estimate?

A I didn't on the first estimate, no.

Q Did you at a later time?

A No.

Q Did you ever consider them?

A Myself?

Q Yes.

A No.

Q Well, your department?

A The department - I think it could have influenced Mr. Clymer slightly, but not very much.

Q When you had made this preliminary estimate, what did you do with it?

A Placed it in our files, for discussion.

Q What use was made of it at a later time - was it adopted as the final, your final estimate based upon what you thought an engineer would bid?

A No, it was not. At a later date, for reasons I do not know, I have never been able to figure out - I know some of them but not all, and part of the reasons were that - well, let me go into this a little further. That is what I figured this project was worth. At the time the bids were coming up for award, the contractors were bidding quite considerably under what we figured the job should be worth, so we naturally reflect that in our bids. If the contractors are bidding 10 to 20 percent under us, we reflect that, because there is no use being out of line.

Q In your cost estimate?

A In the cost estimate that we turn in. In other words, we don't like to be too high or too low in the amount we turn in to the Commission.

Q Would you say that roughly you took these figures, or your department, of $480,000.00 for excavation cost, the reasonable worth of the excavation, and applied to that a certain factor of 10 or 20 percent, on the theory that engineers generally bidding on the job - contractors, I mean - would bid closer than you had estimated?

A That, I know, influenced Mr. Clymer considerably when the final estimate went in.

Q What was the final estimate?

A 50 cents.

Q Reduced 12½ cents a yard?

A Yes.

Q What other factors did he take into consideration, Mr. Paulsen? Did he take the test borings into consideration?

A I'm not in a position to say that, because I don't know. He might have, but I'm not sure; I don't know.

Q Well, you were out on the ground and made the original estimate, and unquestionably he wouldn't have overridden or reduced your estimate arbitrarily without discussing it with you - isn't that correct?

A Well, to be truthful with you - I may be in the wrong - but I think one of the reasons that we reduced the estimate to

50 cents was that we didn't have enough money set up on the project, authorized for us on the project, to leave it too high; but, if you drop a project down, you can still say that the Commission will pass it and accept it, if it is 10 percent over the authorization.

Q That sounds like there is a little politics in this.

A No. Well, there is, slightly.

Q Well, you are doing two things, you are making your own estimate of the reasonable cost of excavation, then after that you are applying to that estimate some percentages which, as a practical cost estimator, you assume will represent the bidder's or contractor's bid, under your estimate. That comes up with some practical judgment that you can pass on to the Highway Commission; is that right?

A Well, in a way; as close as I can say it, it is this - the contractors at certain times start bidding down on jobs further than we think they should be, in our estimation what the job is worth, but if we know they are bidding low, we will reflect our prices lower than we actually set the job up for.

Q Now, I want to know whether that was the only factor that was taken into consideration here.

A The only factor I am sure of in my own estimation.

Q You are quite sure the test borings didn't have any influence?

A It didn't influence me in the slightest.

Q You don't know whether it did Mr. Clymer, whether it influenced

Mr. Clymer?

A I don't know; but as far as I am concerned, it didn't; because I knew from the test borings it was rock - even the test borings showed me it was rock.

Q Did it show in what proportions it was rock?

A No.

Q That is the unknown factor?

A That is the unknown factor. That is why I try to do my work as best I can from other data, to be able to prove in my own mind, to set up the job.

Q How much actually did you reduce your preliminary cost of excavation?

A Myself?- I didn't.

Q No, what was the final cost estimate that went to the Commission?

A Well, let's see.

Q I want you to look at the final estimate, if you have it, that went to the Commission; the final cost estimate.

A I don't know whether this is the one that went to the Commission; I think that only went to the Division Engineer. I don't have it here at the present time; we have it in our office.

Q Do you know what it was?

A I do not know what the actual figure was, not until I check.

Q Would you mind checking? I would like to get that information now. Perhaps you can do it by telephone.

(Discussion off the record.)

Q Are there any other estimates, Mr. Paulsen, than the estimates made by your office, first your own estimate of the actual cost, preliminarily made, then some estimate that you have before you now and have said it is not the final estimate, and I will ask you to state what that estimate is.

A Yes, that would be the estimate that I can get for you, the final estimate that went to the Commission.

Q What is the estimate you have before you?

A It is the estimate made by Mr. Putnam that went to the Division Engineer.

Q That is the Resident Engineer's estimate, is that correct?

A Yes.

Q What did he estimate the amount to be?

A 741,707.

Q What was that based on, if you know - what unit prices for excavation?

A 50 cents.

Q Do you know where he got the 50-cent figure?

A No, I do not. It was not what I gave him.

Q It was not what you gave him?

A No.

Q What did you give him?

A Six-bits. Mr. Clymer and I both talked about six-bits when we first talked with Mr. Putnam.

Q But eventually then someone gave him a 50-cent figure?

A That's right.

Q And was that Mr. Clymer, do you know?

A I would not know.

Q Without going to your records, do you know what unit figure Mr. Clymer put in his final estimate to the Commission?

A For excavation only?

Q Yes.

A It was 50 cents.

Q So his estimate of the cost of excavation was the same as Mr. Putnam's?

A That is right.

Q Now, did the Division Engineer have a different estimate?

A I do not know; because I hardly ever get hold of the Division Engineer's estimate.

Q Are there any other estimates you have in your files with you?

A No, only our final and this.

Q You don't have that with you. Do you have any other data with you?

A Nothing pertaining especially to the job.

Q What is the other that you have?

A I think we have an old preliminary that Mr. Clymer made.

Q Did Mr. Clymer make a preliminary estimate? Would that be based upon his gross visual observations in the field?

A No, Mr. Clymer was unable to get out, except from a car, to see the job.

Q What would he base his preliminary estimates on?

A From what he could see from the car.

Q He was out there, though?

A He drove over it, yes, but as far as getting out and over the job, it was impossible for him to do it.

Q What estimate did he make, preliminary?

A I said this was a preliminary, but it was not. This was the first rough draft copy of the final. I see the date here, 6-19-'52. That would be the first draft of the final, and I doubt whether the final was changed any from this.

Q What was that?

A 50 cents.

Q 50 cents on excavation?

A On excavation.

Q And the total?

A He has no total. He has - it is a rough one and he hasn't worked it on out.

Q Did he then make a preliminary estimate following his examination of the terrain by car?

A Not that I know of.

Q You don't know?

A No.

Q May I see that data, Mr. Wyckoff? You think this is just a copy?

A That was a rough copy that was given to Mr. Probert's office.

Q There are no totals on here then?

A No, just the unit figures, then when we got our sheets back, we carried them on across.

Q Do you have any other data that you brought with you?

A No.

Q Upon what did you base the statement that the bids at that time were running about 10 percent below your costs, Mr. Paulsen?

A From the average bid prices received on prior jobs.

Q Comparable to this job?

A Comparable, yes.

Q Out in that section of the country?

A In the coast range section, yes; on the coast section. We have a fairly large category that we can base it on, and we have typical kinds of excavation.

Q Is this on Coast Highway 101?

A It would be on all the coast highways this side of the Cascades.

MR. BIGGS: I think this would be a good time to have him go over there. Could we continue this?

(Discussion off the record.)

(Witness obtaining data by telephone.)

A All right - what did you want?

Q I would like to ask you what was the final total cost, the final estimate.

A $741,951.50.

Q At the unit price of 50 cents per yard?

A Per yard, on excavation.

Q And what was the cost of the clearing and grubbing?

A Clearing and grubbing, $65,000.00.

Q And what was the total - you have that. The unit prices on Items 5 and 6?

A Item 5, 2,736,000 yard stations at 1½ cents, $41,040.00. Item 6 would be 39,200 "C" yard stations at 50 cents, $19,600.00.

MR. BIGGS: All right, thank you very much. That is all at this time.

(Deposition continued, with the date of the continuation to be determined later upon stipulation of the parties.)

Dated this day of , 1955.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, B. D. Peyton, a notary public in and for the State of Oregon and an official court reporter of the Third Judicial District of the State of Oregon, hereby certify that the deposition of Chester B. Paulsen was taken before me at the time and place stated in the caption hereto;

I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 26 pages, numbered 1 to 26, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that the witness was presented with the completed deposition and given the opportunity to read and correct the same, and did read the same, and thereupon subscribed his name in my presence.

WITNESS my hand and seal this day of 1955.

Official Court Reporter and
Notary Public for Oregon.

My commission expires Dec. 6, 1955.

RECEIVED
APR 12 1955
FOR FILING

3754

NOTED
State Highway Engineer

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,
vs.
STATE OF OREGON by and through its State Highway Commission,
Defendant.

DEPOSITION OF J. F. PUTNAM

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,
vs.
STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF J. F. PUTNAM

BE IT REMEMBERED that on the 10th day of February, 1955, at the hour of 10:00 a. m., in the Marion County Court House, Salem, Oregon, pursuant to stipulation between the parties, the deposition of J. F. Putnam was taken as an adverse party witness before B. D. Peyton, official court reporter and notary public for Oregon;

Plaintiff appearing by Mr. Hugh L. Biggs and Mr. C. C. Cory, of its attorneys, and Mr. Jack McDougall;

Defendant appearing by Mr. Ralph W. G. Wyckoff, Jr., of its attorneys;

WHEREUPON the following proceedings were had and testimony taken, to-wit:

MR. BIGGS: It is stipulated by and between the parties hereto, through their attorneys of record, that the deposition of J. F. Putnam, an employee of the Oregon State Highway Commission, may be taken by the plaintiff as an adverse party witness, before B. D. Peyton, an official court reporter of Marion County, Oregon, and notary public for Oregon, at this time and place, namely, 302 Marion County Court House, Salem, Oregon, at the hour of 10:00 a. m., February 10, 1955.

All objections as to the time and place of taking the deposition, manner and form of giving notice and any other irregularities in connection therewith are expressly waived. Objections as to the competency, relevancy or materiality of questions asked or answers given are reserved to be made at the time of trial; objections as to the form of questions asked or answers given are to be made during the taking of the deposition or are to be waived.

The reading and signing of the deposition by the witness is not waived.

MR. WYCKOFF: We so stipulate.

J. F. PUTNAM, being first duly sworn by the notary, was thereupon examined by counsel and testified as follows:

DIRECT INTERROGATORIES BY MR. BIGGS:

Q Will you state your full name?

A J. F. Putnam.

Q Where do you reside?

A 2240 E Street, in Springfield.

Q Springfield, Oregon?

A Yes, sir.

Q What is your occupation?

A I am a resident engineer for the Oregon State Highway Department.

Q How long have you been with the State Highway Department?

A Since August of 1939.

Q And in what capacities?

A Well, I started out as a chainman and worked right up through the ranks, taking each of the steps.

Q To your present position?

A Yes.

Q How long have you been a resident engineer?

A Since the first of January, 1952.

Q What has been your academic training?

A Well, I had two years of engineering in college.

Q What college was that?

A It was the Fort Lewis branch of Colorado State.

Q Did you get a degree from that institution?

A No, I didn't.

Q Have you since taken an engineering degree?

A No, I haven't. At the present time, I am studying an I.C.S. course in preparation for the professional examination.

Q You are not now a registered engineer?

A No, I am not.

Q Would you state your age, please?

A I am 37.

Q You are married, I presume, and have a family?

A Yes; one child.

Q And have lived in Oregon continuously since 1939?

A Well, with the exception of three and a half years in the service.

Q What branch of the service?

A Navy Construction Battalion.

Q The Sea-Bees?

A Yes, sir.

Q Were you commissioned in those forces?

A No, just an enlisted man.

Q You have had your entire career with the State Highway Commission, from a chainman and working up to Resident Engineer?

A That's right.

Q What is a resident engineer - what are the duties appertaining to that position in the State Highway Department?

A Well, I have the immediate charge of all projects which are assigned to me by the Divison Engineer.

Q Those would be projects located within the district or the area in which you are located, is that correct?

A That's right, yes.

Q And what places have you been assigned to as resident engineer?

A You mean the localities, or--

Q Yes.

A Well, it has been in the Eugene area all the time.

Q In the Eugene area?

A Yes.

Q Since 1952?

A Yes.

Q In connection with the Low Pass Section of the Siuslaw Highway, Mr. Putnam, will you tell me what you had to do with the preliminary work on that project?

A Well, I took over the location at the first of January, 1952. It had been started before that time by another engineer.

Q Who was your predecessor?

A G. L. Decker.

Q Where is he now?

A He is located at Cottage Grove now.

Q What is his--

A He is a resident engineer.

Q You say "started" - will you amplify that a little. How far had the project progressed?

A Well, he had run almost all of the preliminary line.

Q Of the presently located highway or--

A No.

Q --was that a tentative location?

A That was just more or less a base line for us to put our cross-section or our contours on a map. In other words, we start out from one point and head for another point, and we get there by a series of angles and distances, and take our topography off of that line.

Q The profiles then, in final form, had not been prepared when you took over?

A No.

Q The preliminary engineering work had not yet been completed?

A No, it hadn't.

Q In fact, most of it was done under your supervision, is that correct?

A That's right.

Q You say the line had been run, then how long were you and your crews engaged in completing the preliminary work?

A Well, I don't recall just exactly the date that we did send it in, but it seems like it was in May sometime, that we sent the job to the division office.

Q That was May of 1952?

A Yes.

Q And you had taken over when?

A January of 1952.

Q There was then only about four months that you were actively engaged in the preliminary work?

A That's about right.

Q By the way, who was your superior?

A Mr. Tom Edwards.

Q And his title?

A Division Engineer, Roseburg.

Q He was the man to whom you made all of your reports, directly?

A That's right.

Q Now, just what data did you send in to the Divison Engineer?

A Well, we send what they call the hard-copy map.

Q What is a hard-copy map?

A It is a map on the detailed paper which shows all the contours and section corners, and the details of the country and topography of the country.

Q That is all of the surrounding country?

A Well, just the area that we are interested in.

Q The area that you are to occupy with your completed highway?

A Yes, within reasonable limits of it.

Q Extending beyond that for what - 100 feet or so on either side?

A Well, no, in this instance we covered both sides of the canyon. As a general rule, we try to cover a strip at least 600 feet in width.

Q What other data would you send in?

A We would send in the field notes.

Q What would the field notes contain?

A That would be the transit notes and the section corner ties, and also any cross sections that we would have taken.

Q Would it also include observations that you would make as to the type of the country, the topography of the country? I mean other than the actual measurements.

A No.

Q The quality or character of the soil?

A No, it wouldn't.

Q Did you at any time make such observations, Mr. Putnam?

A Well, not in the manner that it would affect the job, in any way.

Q Would you say you did not make official observations?

A That's right.

Q Who did make such official observations, Mr. Putnam?

A Well, I don't quite understand what you are driving at. Do you want it in respect to soil types?

Q Soil types and the probable nature and character of the materials to be excavated, the character of the terrain, the bottom of the embankments, and so on. That is, the nature of it - whether it was swampy or hard or soft.

A Of course, your swamps and that type of detail would be on the map; then we have the drilling crews which come in for the soil determination, and then of course we do walk the line and see what the ordinary ground is, on top.

Q Do you report on that officially?

A No, I do not.

Q You do that just for your own information, and as background for any counseling that you might be called upon to supply to your superiors, is that correct?

A That's right.

Q Would you state what observations you did make for that purpose, Mr. Putnam, and respecting the character of the terrain, the nature of the materials to be excavated, the type of ground upon which the fills were to go, and so on?

A Well, we did notice a lot of loose sandstone material that was on top of the ground, which led us to believe that there was quite a little sandstone in it. Then, of course, we observed the cuts on the old highway to see what their natural slope was, and what material was in them.

Q You would consider that important in forming some kind of a judgment as to the character of the materials that would have to be excavated, is that correct?

A Yes.

Q As I understand, this section of the highway replaced an old highway which was at a higher elevation.

A That's right.

Q So that there were some cuts - some cuts had been made in the old highway, much shallower than the big cut involved in this case?

A Oh, yes.

Q What did you observe about those cuts or about the nature of the materials disclosed by those cuts in the old highway immediately adjacent to the cut in question?

A Well, a great deal of them - nearly all of them had this tilted layer of sandstone or shale in it, interbedded.

Q Maybe you had better describe that just a little more accurately. When you say tilted, what do you mean by "tilted"?

A Well, it wasn't laying on a plane that would be parallel--

Q Parallel to the road or the ground, to the surface?

A To the earth's surface.

Q All right. Well, what wouldn't be parallel - do you mean it would be at an angle?

A Yes.

Q That is, the layers of shale and layers of sandstone would be at an angle from the linear surface of the ground, is that correct?

A Yes.

Q In about what quantities did those materials appear, proportionately, in the old cut, Mr. Putnam, as you observed?

A Well, all of the cuts showed that there was some overburden.

Q About how much overburden?

A Well, in most instances, it wasn't more than 46 feet, where the sandstone appeared.

Q Then what would there be under the overburden?

A Then would come the sandstone and shale layers.

Q Then the shale and the sandstone would alternate under the overburden, to the bottom of the cut; is that correct?

A That's right.

Q In about what proportions did you observe the shale and sandstone - quantitatively, I am speaking about - in those cuts?

A Well, there was more of the sandstone than there was of the shale. In other words, the sandstone was - just as a guess - there was probably a 3-foot layer, and maybe there was only a foot of the shale.

Q And there might be a 4 or 5 foot layer of sand stone and a 2 or 3 foot layer of shale, is that correct?

A That's right.

Q The shale was in a quantity that you would refer to as layers, is that correct - as distinguished from another technical term, lenses?

A Well, that's--

Q You don't want to talk about lenses?

A No; that's beyond my scope.

Q What would you say, as you now recall it, was the depth of the greatest cut which you observed in the old highway, Mr. Putnam - adjacent to the proposed cut, or immediately contiguous?

A I imagine 40 feet would be the greatest, at the most.

Q Would that be the cut that would be immediately adjacent to the big cut?

A No.

Q There was another deeper cut than that some place?

A Yes.

Q Was that the cut that you come through on an ascending grade before you reach the summit or the highest point of the highway, opposite the proposed cut?

A It would be coming from the east, and it would be east of the summit.

Q So it would be on the ascending grade?

A Yes.

Q Could you tell us, in that cut - you say it is a 40-foot cut - about how many, and this would have to be an estimate, about how many alternate layers of shale and sandstone you observed?

A Oh - I wouldn't even guess, on that, because I have no idea at all.

Q Well, in the 40-foot cut, would it be more than 4 or 5 or 6 layers of each?

A Well, I would say possibly there would be 6 layers.

Q Of each - would you say?

A Yes, around there. From 3 to 6 layers, something like that.

Q And from your experience as an engineer, a resident engineer or other experience you might have had with the State Highway, would you have an opinion whether, with modern equipment, the materials that you observed in the old cut would, for the most part, have been removable by digging, without the use of powder and blasting?

A Well, no, I wouldn't have an opinion on it. The only one that I would have was that when I was conducting some of

Q Was that the cut that you come through on an ascending grade before you reach the summit or the highest point of the highway, opposite the proposed cut?

A It would be coming from the east, and it would be east of the summit.

Q So it would be on the ascending grade?

A Yes.

Q Could you tell us, in that cut - you say it is a 40-foot cut - about how many, and this would have to be an estimate, about how many alternate layers of shale and sandstone you observed?

A Oh - I wouldn't even guess, on that, because I have no idea at all.

Q Well, in the 40-foot cut, would it be more than 4 or 5 or 6 layers of each?

A Well, I would say possibly there would be 6 layers.

Q Of each - would you say?

A Yes, around there. From 3 to 6 layers, something like that.

Q And from your experience as an engineer, a resident engineer or other experience you might have had with the State Highway, would you have an opinion whether, with modern equipment, the materials that you observed in the old cut would, for the most part, have been removable by digging, without the use of powder and blasting?

A Well, no, I wouldn't have an opinion on it. The only one that I would have was that when I was conducting some of the contractors over the job, they looked at that, and some of them thought that it would be diggable and some thought that it wouldn't. I have no opinion on that, myself.

Q You have no opinion on that?

A No.

Q Have you ever seen contractors operate in similar cuts?

A No, I haven't.

Q You have never seen anything quite like this material in your experience with the State Highway Department?

A Well, I will have to say that this was my first job.

Q I see. You had served, I presume, as assistant resident engineer on other jobs?

A No, my previous experience had been in the location field.

Q Well, now, Mr. Putnam, you spoke of observing some loose sandstone on the surface of the cut. Would you describe that a little bit?

A Well, it was just - there were boulders lying on top, on the surface of the ground.

Q What sizes would they be?

A Well, they would vary from pebbles, you might say, up to maybe a cubic foot.

Q Do you think you saw any boulders on the surface of the hill, in which the big cut was made, as large as a cubic foot?

A Well, there was very little surface indication of rock, on the big cut.

Q I see. Then - so that what you did observe may have been a few pebbles, but you saw nothing indicating an outcropping of hard rock in that cut, did you?

A Well, there was a Forest Service road that went across the hogback on the summit, and just to the left of our centerline a few hundred feet there was definite sandstone outcroppings, on that road.

Q That would be on the hogback, and to the left of the centerline of your proposed highway?

A Yes.

Q What would that - you say outcroppings - would you describe that a little? Was it essentially a rocky road?

A Well, it was very definitely taken out of - the road itself had been cut out of the rock.

Q How much of a cut was there in the hogback for that road?

A Well, probably around 18 feet.

Q Was there that much?

A Well, if it - I would say there was probably between 10 and 18 feet.

Q But within that cut or depth there was no rock in a quantity that would have required blasting, by modern methods, was there?

A Well, of course, this road was just a cat road, and they just more or less uncovered and took off the weathered portion of the sandstone.

Q Down to 18 or 20 feet?

A Well, yes.

Q Now, you said that there were drilling crews there while your locating crew was there, Mr. Putnam. Will you tell me what those crews consisted of?

A There was a driller and his helper.

Q Just the two men?

A Just the two men, as I recall.

Q Who was the driller?

A It was a man by the name of Barrickman, I believe.

Q Barrickman?

A Yes. I am not personally acquainted with the man, other than talking to him a few times on the job.

Q Where is he located now?

A I have no idea.

Q Was he a regular employee of the State Highway Commission or did he just come in on contract to do that work?

A At that time, he was a regular employee of the Commission.

Q Had you known him before?

A No.

Q Did he nominally work under your supervision?

A No.

Q To whom did he report?

A Mr. Weber, in the Salem office, I believe.

Q What kind of equipment did he use?

A He had a churn drill.

Q Would you describe that for us?

A Well, it is a bit on the end of a cable that they just raise and let it drop, and raise and drop, and it churns up the material, and they bail that out.

Q It isn't a power drill in the sense that they are drilling under force?

A No, it's just a drop drill.

Q Just a drop - gravity?

A Yes.

Q Is it a heavy bit that they use?

A Yes, it has about a 10-foot piece of steel, then the drill is connected to that.

Q And how would the materials be removed, or were any materials removed by that drill?

A Well, if the drill itself didn't remove the materials, then they had a bailer that would go down and pick up the material, and bring it to the surface, and they would take samples from that.

Q The material that came up was ground up in small samples - I mean in small specimens? The process of the drill sinking would create very small particles of the material through which it passed, is that correct?

A That's right.

Q How large was the drill hole?

A About 6 or 8 inches.

Q In diameter?

A Yes.

Q And the bailer would be the container that would be dropped down there just to pick up the material?

A Yes.

Q So when the material came out, it was just a mass of various types of material without any indication as to the form in which it existed underground?

A That's - well, as far as my knowledge of it, it would be that way.

Q How long was that drill crew there, in sinking its drill hole, Mr.--

A I don't know the exact length of time they were in there. They came in during February, and moved out sometime in March.

Q Just the two of them - were they the only ones working there?

A Well, the geologist would make occasional checks with them.

Q Who was the geologist?

A I'm sorry, I can't recall.

Q He would be out there from time to time to see what they were doing, is that correct?

A Yes.

Q How deep did they sink that hole?

A 160 feet.

Q That was within 40 feet of the bottom of the proposed cut?

A Well, I wouldn't be able to say about that, because - well, it would be between 20 and 40 feet from the bottom of the cut.

Q You wouldn't know the depth of the cut right at the point where the hole was sunk?

A No.

Q But at its greatest depth, the cut was--

A At its greatest depth, right at the peak, I think at one point we had a depth of 200 feet; 200.2, I think.

Q How far from the peak of the summit was the drill hole sunk, Mr. Putnam?

A It was about the elevation - the same elevation as the old road, which would be around 1175, I believe.

Q Was there more than one hole sunk?

A No, just the one.

Q Why was that particular place selected to sink just the one hole?

A I couldn't say. I had nothing to do with that.

Q Were you consulted about that?

A No.

Q Did you make any recommendations concerning it?

A No.

Q Do you know whether your superior made any recommendations concerning either the location of the test drill hole or the number of drill holes that should be sunk?

A No, I wouldn't know.

Q That wasn't within your knowledge at all?

A No.

Q Were you subsequently furnished a log?

A Yes, I was.

Q Of the test borings?

A Yes.

Q What did you do with that log, Mr. Putnam?

A I still have it in my files.

Q I mean what use did you make of that log, as resident engineer?

A Well, as resident engineer, the only use that I made of it was to make copies of it, to give to the contractors as they came in for inspection of the job.

Q That is, when they were preparing to bid on the job, is that correct?

A That's right.

Q And on whose instructions did you give this log out to contractors?

A The Division Engineer's.

Q The Division Engineer instructed you when you got your supply of copies of the log, to give them out to any prospective bidder on the job who requested them, is that correct?

A That's right. They sent me one copy, then I made copies to furnish them.

Q Now what part did you have, Mr. Putnam, in preparing the plans and the profiles in their final form?

A We worked up the quantities, and laid the ground line.

Q When you say "worked up the quantities" - will you amplify that for us?

A We estimated the amount of excavation and embankment, and the materials needed for surfacing; and then we laid the grade line. Of course, this is all preliminary work.

Q I understand.

A And figured our quantities and how they would haul.

Q How do you mean -"how they would haul"?

A Well, we make up a mass diagram of the distribution of the materials.

Q And will you explain that just a little. By that diagram, you mean you show graphically where excavation material from a certain point goes into embankment at a certain point?

A That's right.

Q And that covers, that diagram is made for the entire project?

A Yes.

Q So that, by way of illustration, if you had, immediately to the west of the big cut, a fill calling for 25,000 cubic yards of material, you would indicate on that diagram from what part of the big cut that 25,000 yards is to be obtained to put into that fill, is that right?

A Well, the most economical way of doing it. We don't require that the contractor haul as we diagram--

Q I understand.

A --but that he will be paid on that basis, that it will be the most economical haul.

Q By reason of the cost to the State, you mean?

A Well, they claim that the mass diagram is the most economical haul.

Q That is your job to determine which is the most economical haul?

A That's right.

Q And your desire then will be to make the hauls as short as possible, is that correct?

A Well, it is a little more complicated than that.

Q It is, I know that.

A We take our quantity sheets and work up the excavation and embankment between all of the stations, straight through the job.

Q By that, you mean you determine how much between certain stations is to be excavated and how much is to be filled?

A That's right.

Q Between certain stations?

A Between certain stations.

Q And theoretically, if you can balance each station by having the same amount of excavation that you have fill, that would be preferable because you would have no overhaul, is that right?

A That's true.

Q I mean that would be desirable?

A Yes, that would be desirable but it is very hard to do.

Q But if you can't do that, then you try to figure which would be the shortest theoretical haul for the overplus to a place where an approximately equivalent amount of excavation is required for fill; is that right?

A Well--

Q I realize that may be oversimplifying it.

MR. WYCKOFF: Do you understand the question?

A No, I don't really understand what you are driving at.

Q Assume then that within a particular station you have more excavation material than you have embankment; now what will you try to do with that excess excavation material?

A Well, that comes back to your diagram again. You have to start out right from the beginning of your job, and work your diagram through, working up ordinance for each station. Then you come up with - well, for instance, an excavation is always ascending and an embankment is always descending. And after you have worked up your whole job where you are supposed to come out with naught-naught, a balance line, so that your excavation equalizes your embankment, on your mass. Then you have a line of theoretical - a perfect one would be one going straight up and coming right down again. Then you take out the 600 feet free haul, and they have a specification of a 1200 foot short overhaul; and actually, as far as the ground profile itself is concerned, it really doesn't enter into the mass diagram, with the exception of course that your cuts and your profiles are on your diagram that way.

Q Except that you do try to keep it within that 600 yard free haul, don't you?

A No, on the standards of today, that's almost impossible.

Q Then in preparing a mass diagram, don't you have to take into consideration too the swell factor of the excavated material?

A Yes, we have to take in the shrink or swell,--

Q The shrink or swell?

A --of the material that comes out; after the job is completed, we get a definite answer to that, but before that, during the location, we have nothing definite as to an assumption that it will do such and such.

Q What do you base your assumption on, Mr. Putnam?

A Well, I don't base mine on anything because I am usually told what factor to use.

Q What were you told to use on the materials from the big cut?

A We didn't try to break down the job as - per cut; we used the job as a whole, for a factor. My instructions on that were to try to obtain the factor of zero, straight across the board.

Q That would be substantially one to one?

A Yes.

Q That is, that you treat the excavation materials as filling an equivalent amount of space in a fill?

A That's right.

Q So that it would be compactible to practically the same solidity that it was in - that the excavation materials were in at the time of removal?

A That's right.

Q Who gave you those instructions, Mr. Putnam?

A The Division Engineer.

Q Was that a matter of discussion between you and him at all?

A Well, yes, we discussed the type of material that we thought was in the country, and through his experience of what has happened all through the coast country, he thought that one that would go straight across would be the closest to what we would come up with.

Q And would that involve the different kinds and types of materials compensating each other, the swelling factor in one offsetting the shrinkage factor in another?

A Yes, it would.

Q Would that involve anything like an anticipation of what you did actually run into in the big cut, Mr. Putnam?

A Well, it would in that that was what we thought it would do; that the general run of that type of material that we thought was in there, would come up that way.

Q You mean that you anticipated the type of material and the proportion of quantities of materials that were removed from the big cut?

A No.

Q That is what I meant.

A No.

Q You didn't anticipate that?

A No, we didn't anticipate that.

Q You expected actually a more friable material in the big cut than you actually found, didn't you?

A No, we didn't anticipate anything friable; in fact, we figured that there would be quite a considerable amount of blocky material.

Q What size blocky material were you thinking of?

A Well, we didn't consider the size of it at all, just however it came out - that we would have sandstone and shale in the cut.

Q And what were the offsetting factors - you would expect that to swell, wouldn't you?

A Not necessarily, no.

Q You didn't expect any sandstone blockage or shale blockage, blocky material, that would have an appreciable swell factor?

A Not an appreciable swell factor, no.

Q What is an appreciable swell factor? I have used that word and you adopted it - can you tell me what we are talking about?

A Well, it is just grasping at straws when you said appreciable, perhaps; but as I said before, we thought it would go very close to straight across the board, that our excavation and our embankment would actually come out very close to each other.

Q What actually was the quantity of blocky material that was removed from the cut, proportionately?

A I have no way of knowing.

Q Have you a judgment on that at all?

A Not the proportion of blockiness of it.

Q By blockiness - well, would you have a judgment as to the amount of material from the big cut that required secondary drilling?

A I don't recall any secondary drilling. There may have been a few - but I never did witness any secondary drilling.

Q Well, by secondary, you know what I mean, do you?

A That they had to re-blast it to handle it.

Q Where the rock came out in such big chunks that they couldn't remove it with the trucks and shovel without breaking it up again. You never saw any of that?

A I never did see any of that, myself.

Q What proportion of the material removed from the cut had to be blasted to be removed?

A Well, I would say the biggest portion of it.

Q The biggest portion of it required blasting?

A Yes.

Q Do you know upon what centers the drilling was done?

A Well, as I recall, it was 6-foot centers, with an intermediate.

Q What do you mean by intermediate?

A They would place four holes on a 6-foot center, and one in the center between the four.

Q Have you made notes on that, or is that just your recollection?

A Just my recollection.

Q It could have been 4-foot centers, could it?

A Yes, it could have been.

Q Are there any standards required by the State on that?

A No, there aren't.

Q From your experience in blasting, would you say that 4-foot centers was extremely or unusually close blasting?

A I have no opinion on that whatsoever.

Q Have you ever had any experience with blasting, Mr. Putnam?

A No, I haven't.

Q Well, would you just describe for us what you observed the size of the materials to be after they had started their blasting, that were removed from the big cut.

A Well, I would say that 90 percent of it was - or even a little higher percentage, was removable by a 2½-yard shovel after they finished blasting.

Q By a 2½-yard shovel?

A That was what it was, wasn't it, Jack? A 2½, yes.

MR. McDOUGALL: Yard - yes.

A Yes.

Q What would be the largest dimensions of material that could be removed by a 2½-yard shovel - a 2½-yard chunk, could that be removed by a 2½-yard shovel?

A Well, more than a 2½-yard chunk - if it weren't the proper width to fit it, it could always stick out beyond the bucket.

Q So that some of the material was probably - or some of the 90 percent that you were speaking about that could be removed by a 2½-yard shovel - probably was in individual sizes in excess of 2½ yards of mass, cubic yards of mass; is that correct?

A Some of them, yes.

Q And some of the material might have required secondary drilling, but you don't recall seeing it?

A As I say, I didn't see any; however, I do recall that there was one or two chunks that would have had to have been re-broken in order to get them to the fill.

Q Of that 90 percent removable by a 2½-yard shovel, could you break that down a little bit more; about what percentage of it was in solid chunks of as much as a cubic foot or more?

A Oh, I couldn't even--

Q Would you say a good deal more than half of it was probably in that size, Mr. Putnam?

A No, I wouldn't say, because I really didn't look at it from that viewpoint of what the size of the material was.

Q Well, what would be - what in your judgment was the swell factor of the type of material that had to be blasted from the big cut?

A I have no idea. I wouldn't even say that it would swell for sure. We really - that's just one of those things that can't be anticipated, because of the size of the material and the filling of the interstices.

Q Well, would it be possible to take chunks of as much as a cubic yard and compact it to a one-to-one? I don't mean by putting it through a pulverizer, but in the ordinary manner of excavating and filling.

A Well, if you take a one-yard chunk and place it in the fill, then you have continual traffic over it with your bulldozers and the rest of your hauling equipment, and you also have weathering, it is bound to weather off some; you are going to get some fines, and then you do have fines in each load which will tend to fill your voids in it, so I would have no idea whasoever as to what percentage shrink or swell.

Q Well, from the proportions or quantities of that size of material, would you say that if it alone were put in an excavation that there would be enough loose material to fill in all the voids, and you would have no swell, or would you have to place that very carefully over the entire project where you would be using a great deal of dirt to fill the voids? Do you see what I mean?

A Yes, I see what you are driving at, but I just couldn't come right out and say that it would or wouldn't.

Q Well, I just wanted your opinion, Mr. Putnam. And to make it perhaps a little easier to understand, let's assume a hypothetical condition that might have prevailed - I don't know - but let's assume that your mass diagram called for the placement of all of the excavation material from the big cut, which I think was roughly in the neighborhood of 507,000 cubic yards, into one fill calling for 507,000 cubic yards, one embankment calling for that much excavation material. Would you say that in a fill of that size that the materials from the big cut would not have swelled way beyond the in-fill, way beyond the proportions of one-to-one?

MR. WYCKOFF: Do you understand what he means?

A Yes, I understand what he means. But the thing of it is, so much depends on the conditions in which it is placed.

Q Well, let's just assume a fill of that size, or embankment of that size, if you prefer the word embankment to fill.

A Well, it's possible that - if it, however it came out, that it might go to a swell; and at the same time, it could be very close to straight across, especially--

Q How could it--

A --with that type of material, with the shale layers in there that we had, which went completely to powder after they were out, air-slacked to powder after they were out, and those things would drift right down through the voids and tend to fill in.

Q You were out on the job almost every day, weren't you?

A Well, off and on, yes.

Q Wouldn't you say that you saw it every day?

A Not every day.

Q Well, you saw the removal of every 5-foot layer of that big cut, did you not?

A Well, yes.

Q Personally, you saw every layer of that?

A Yes.

Q And you have seen the cut in its completed form, after the interior has been completely exposed to a cross-section view, have you not?

A Yes.

Q Now from that observation, would you have an opinion as to the proportion, quantitatively, of shale to sandstone?

A No, I wouldn't.

Q Wouldn't you even hazard a guess?

A No, I wouldn't even hazard a guess, percentagewise.

Q Well, would you answer this question - would you say there was as much as 20 percent shale, to sandstone?

A Well, I - I would just hazard a guess that it was possibly more than 20 percent.

Q I would just like to have you make your guess.

A I don't like to commit myself even on a guess.

MR. WYCKOFF: I think we have gone far enough on that.

Q Did you make any attempt to measure that?

A The cut itself?

Q Yes, sir.

A Not after we - we measured the bench.

Q Did you observe - or can't you now observe from the slopes, the approximate relative width of the layers of shale to the layers of sandstone?

A They can be observed very easily.

Q Have you observed that?

A I have observed it, but I have never taken note of how wide each layer is.

Q Even to the point of saying that one is wider than the other?

A Well, I would say the sandstone was wider than the shale.

Q But you don't now want to say how much wider it was?

A Well, I don't want to hazard a guess on it because I haven't observed it that closely or with that in mind.

Q Now, reflecting on that observation, would you say whether or not the condition, that condition - and I am speaking now of the relative width of the shale layers to the sandstone layers - differed from what you observed in the cuts on the old highway?

A No, I would say they were quite similar to some of the cuts that were observed.

Q Would you have in mind a particular cut which you think is similar, on the old highway, which you would think was similar to what was revealed by the big cut?

A Well, the one right on the summit showed the sandstone with the shale layers.

Q I am speaking now about the relative widths. Would you say that the slope of the cut on the old highway showed shale layers no deeper or thicker than the shale layers predominating in the big cut?

A I wouldn't say that, no, because I wouldn't know.

Q Well, I was asking you in this hypothetical question if you took the materials from the big cut and put them into an embankment of the same original yardage, whether or not there would be any - in your opinion, any swell. I believe you stated you were not sure, that there might be other factors which might overcome any tendency to swell, referring to the amount of shale that there was.

A Well, that was just a contributing factor.

Q You wouldn't say there was enough shale to fill the interstices or interspaces or voids?

A I wouldn't say that there was and I wouldn't say that there wasn't.

Q What else would there be? You said some weathering?

A Well, weathering of the sandstone.

Q Would the blocky material that was placed in the core of that fill, blocky excavation material that is placed in the core of the embankment, would that weather?

A Well, it depends, of course, on your time of operation.

Q What do you mean by weathering?

A Well, just the fact that due to weathering that it will--

Q You mean exposure to the elements?

A Yes. It will disintegrate, and some of the fills out there - a fill just west of the summit laid one full winter, and we do have water in that fill right now, which would tend to give you some breakage.

Q It would give some breakage?

A Well, breaking down or weathering of the sandstone.

Q The water would rise through the center of the fill to the surface, and although the material in the center of the fill was completely protected from the outside elements, the water would cause a weathering?

A Well, it would cause some degree of breaking down of the rock, yes; after heavy loads, in my opinion, it would.

Q In what degree?

A Well, I'm no geologist or anything like that, in knowing how that reacts, but that's just my own opinion.

Q Is there any other element out there that might account for it - referring to subsidence?

A Yes, there would be.

Q What do you think would be the amount of subsidence resulting from the placing of the blocky material from the big cut in embankment?

A I have no idea what the amount would be.

Q It would be greater than if it were just dirt or shale?

A Yes, - well, your subsidence is really caused by weight more than blockiness of material, so to say that sandstone would subside more than dirt--

Q You don't know whether it is heavier than dirt or shale?

A Well, sure, it is heavier.

Q Then it would create more subsidence than a lighter material?

A It could, yes.

Q Have you recross-sectioned the fills since the completion of the project?

A Yes, we remeasured the tops; of course, as far as the sides of the slopes of the fill were concerned, the material is quite uneven and it would be very hard to get an accurate remeasure.

Q Did you attempt to do that? I am speaking now of the sides of the fill.

A No, we checked on our slope stakes.

Q Tell me what that process is.

A Well, at the toe of the slope are the stakes which we give them to start their fills from, to see that they were out to the stakes, or not over them. Then we took our distances on the top.

Q Lineal distances, or lateral?

A Lateral, horizontal and vertical. In other words, we took the elevations of the shoulders of the road, and distances from centerline.

Q From centerline to shoulder?

A Yes. Then we had the elevations of the slope stakes and their distances from the center.

Q That would give you data from which you could determine whether the width of the road and the elevation of the road, through the fills, were according to the profiles?

A That's right.

Q Is that right?

A Yes.

Q And tell me - did they check with the profiles?

A We had a little extra width.

Q About how much extra width did you have?

A Well, we really - I couldn't say just exactly how much, because we had one slide that we had to waste over the shoulder.

Q Where did you dispose of that material?

A You mean by stationing?

Q Yes - or did you just let it widen the highway at that point?

A We carried it from the slide up the hill, into the next hill, and widened out that portion of it.

Q Well, would that be appreciable? By appreciable - would it be as much as a foot or two wider in those places?

A Well, in that particular instance, it was probably 3 feet wider.

Q Would the entire highway, this section, be somewhat wider than the original plans or profiles?

A In all instances it was as wide as it was supposed to be.

Q And in many instances, would you say, in excess of the width?

A There were a few spots in excess. Sometimes a half a foot.

Q When you say a few, would you mean a dozen spots?

A Well, it would go by lineal - because you couldn't just say one spot was wider than the next.

Q Would you say that more than 50 percent of the length of the highway had an increased width after completion, over the width called for by the plans?

A No, I wouldn't say more than 50 percent. It depends on what you mean by overwidth.

Q Well, I mean anything from 6 inches over.

A No, most of it was probably running around a half a foot. On the west side of the summit it was all very close.

Q Now that accounts for width and elevation; what about fullness of the slopes? You didn't attempt to recross-section that, I understand.

A That's right.

Q But was there an excess fullness to the slopes - that is, a bulging between the toe stake or stake at the toe of the slope, and the top of the shoulder of the grade? And by bulging, I mean expansion out from a straight line between those two stakes, on a computed degree of slope.

A Well, that would be awfully hard to determine because of the type of material that was on the slopes. It was very rough. In some spots, there could very well have been a bulge, and in other spots possibly it could be a little concave.

Q I was wondering if there were any that you know of that were concave.

A Not that I know of, no.

Q In fact, you really had more material than you needed out there, if you had built the highway strictly to the original specifications, did you not, Mr. Putnam?

A Well--

Q That was the reason the highway was widened in places?

A Yes, it was widened in places, I suppose you could call it that. Of course - again, that type of material is awfully hard to make it come out.

Q What type of material?

A Well, the type that was encountered out there, rocky or blocky.

Q The type of material that came from the big cut?

A Yes.

Q And the easy way to dispose of the excess to avoid long hauls would be to widen the highway and to fill the sides of the slopes some; is that correct?

A That's right.

Q Did you actually, in addition to that, have occasion to waste material - that is, did you haul some material up a draw along the highway, Mr. Putnam?

A Well, we didn't consider that wasted material.

Q Well, perhaps that is the wrong word. It wasn't used in the highway grade?

A We had to make a random fill up a canyon in order to take care of the water, but that was figured in, in the plans.

Q Was that in the plans?

A Yes, it was, because we couldn't--

Q Are you sure of that now?

A Well, no, I'm not sure now.

Q I think we have the plans, if it will help you to look at them.

A Undoubtedly it wouldn't have been shown separately. It would have been shown in the distribution.

Q Well, I think I have here the plans and the profiles; would you see if it shows there. (Handing plans to witness.)

A As I say, if it was shown, it would be in the earth distribution. It wouldn't show--

Q I will have to ask you - I am not familiar with the plans and profiles enough to tell. If you will just look them over and then tell me whether they do show.

A It doesn't show, actually, that we are having to fill that part.

Q I see. Now do you recall when the problem arose, and whether or not it was an on-the-spot decision - if that wasn't something you yourself participated in, in recommending?

A I'm afraid so.

Q It was a condition that arose on the job?

A It was, as I recall. We contacted the Division Engineer and got permission to do that.

Q About how many yards did you place in that canyon fill, Mr. Putnam?

A I couldn't say right at the present time.

Q Would your field notes on that point help you?

A Not these field notes. It would have to be in the final quantities.

Q If you would give me an estimate, I wouldn't hold you to its exact accuracy, but I would like some idea of approximately how much. I mean by that, that it would be subject to your checking by data that is not now available to you.

A Well, just a minute. (Examining papers.)

A Well, just as a guess, I would say it must have been close to 12,000 or 15,000 yards.

Q Was there then any other material than the excavation materials available for embankment during the course of the construction of the project, that you now recalll, Mr. Putnam?

A Well, we had two detours which would give us extra excavation.

Q By "detours" you mean--

A We had slides on our slopes and we had to move the present highway back into the hillside in order to maintain traffic, and we got nearly 20,000 yards out of those two detours.

Q And the slide?

A No, not the slide.

Q You got about 20,000 yards out of the detours, and about how much out of the slide?

A That wasn't figured separately. When we recross-sectioned we just took the slide slope.

Q Would you have an estimate how much that would be, just an estimate, compared with the amount of material from the detours?

A Well, it would probably - it would be easily half as much as the detour, possibly more.

Q 10,000 yards, maybe?

A Yes.

Q Was there some other source?

A Of exaavation?

Q Other than - well, yes, of excavation.

A We daylighted two cuts which weren't on the plans.

Q You say daylighted them - you made an open cut?

A Yes.

Q Where you had planned a tunnel?

A No, if you are in a thorough cut where you have to cut on both sides of the road, where one side is quite a bit smaller, then we do what we call daylight it - take out the cut on that side of the road.

Q Then divert the highway?

A No - if you have a large cut on one side and a slight one on the other, we just knock this clear off. (indicating)

Q About how much do you think you got out of that, that you handn't planned on?

A We got possibly a couple of thousand yards; 2,500, possibly. Those are very rough guesses, because I don't recall exactly.

Q Yes, I understand.

A The only one that I do recall is that we took some 4,000 yards out of one cut to replace a slide fill. We did that after the first of 1954.

Q A cut to replace a slide fill?

A Yes.

Q I don't follow you.

A Well, we had a portion of our fill just west of the summit that slid out during the winter, and we had to replace it, bring it back up to grade.

Q You didn't use the material that slid out, but you got the material by excavating at some other source?

A That's right.

Q And the material that slid out would be waste material?

A That's right.

Q And you had to replace that?

A Yes. It wouldn't enter into it.

Q Did you have anything to do with the determination of making a cut through the summit, rather than a tunnel, Mr. Putnam?

A No, I didn't.

Q You were not consulted about that at all?

A No.

Q Would you tell me now, Mr. Putnam, what you observed about the opening of this big cut - the methods of the contractor and the conditions he encountered and how he overcame them, and what he did and so on? Just a brief chronological statement of it.

A Well, he started out with his dozers, pushing the topsoil off for approximately 20 feet, and then hit the sandstone.

Q That was right at the peak of the summit?

A Yes.

Q On down on the sides, did he take all of the overburden off of the whole hogback first?

A No, he didn't take all of it off at once. He had his slope lines, and bringing it down, pushing it into his fills off the ramps. Then when he struck the rock, he started systematic blasting.

Q At about what distance did he strike the rock?

A Well, on the old road side, I think it was probably right around 18 to 20 feet.

Q On the far side of the old road, what was it?

A Possibly about the same.

Q Then he started systematic drilling?

A Yes.

Q And I think you said something about that before, his centers, at least, but would you tell us what that drilling was - how he drilled?

A Well, I never did measure the actual centers of the holes, but I was told that they were 6-foot centers, with an intermediate.

Q How deep would the holes be sunk?

A They were going 20 feet, I think. I think they had one that was - a D-8 which might have had a little longer steel on it, 24 feet maybe; I'm not sure.

Q Would a layer of holes be placed clear across the surface of the bench that he was working on at the time?

A Well--

Q Or would it be done in sections?

A In sections more or less laterally with the centerline.

Q First the holes would be dug, the powder would be placed in them, and it would be blasted, then the shovel would come in and remove it; is that correct?

A That's right.

Q When you said systematically, do you mean that after 18 or 20 feet he had then to drill everything, and blast everything from there to the bottom of the grade?

A That's right. He attempted using these rippers but it wasn't successful.

Q Were you there and observed him using the rippers?

A Yes.

Q What is a ripper?

A It's a - two large teeth that is drug behind a tractor, a caterpillar, that is supposed to get underneath the rock and rip it out.

Q That is, if you had shale, if you had thick enough layers of shale, they would rip the shale out from underneath the rock and the rock would fall of its own weight - is that the way they use them?

A No, it would pull them to the surface. If they could get into a layer of shale underneath the sandstone, they possibly could have rolled the sandstone out.

Q Why couldn't they get into the shale underneath the sandstone?

A For one thing, the dip on the - the slant of the layers of rock; they couldn't get into them.

Q Would the thickness of the layers of rock also have something to do with it?

A Yes.

Q And would the thickness - to use the converse word - of the layers of shale have something to do with it?

A Possibly so.

Q So from there on, it was constant drilling. Now would you comment upon the efficiency of his work? First, I will ask you - in doing that work, did the contractor fulfill all of the specifications called for by the contract?

A To my knowledge, yes.

Q In fact, that was your job to see that he did?

A Yes.

Q He met the requirements for blasting and all that sort of thing?

A Yes.

Q Now were the conditions which he encountered such that he could, in your opinion, have used more equipment or more machinery or more personnel to have done the work any faster or more economically than he did do it, Mr. Putnam?

A Well, I have not had enough experience in the construction game to be able to really give a reply to that, but as far as I could see, there was nothing wrong with his operation.

Q How much equipment did he have working in that cut?

A He had two shovels, and always had two cats up on the top, and various Tournarockers - three, I believe - and two Euclid dump trucks.

Q Was the space in which he was working such that it could have accommodated any more equipment than he was using, Mr. Putnam?

A Not in the method that was being used. He was taking down one side and using the other side for drilling operations, while he was cleaning out the other side that was shot.

Q Which would seem to be the most efficient way of handling his men and his time, is that correct?

A Yes.

Q Then at some point were the profiles - or slope of the cut changed, Mr. Putnam?

A Yes.

Q The projected or proposed slope of the cut was one-to-one?

A That's right.

Q Then at some point, it was reduced to a one-half to one?

A That's correct.

Q Did you participate in the decision changing the slope?

A I was present when the announcement was made that we were going to do that.

Q Where was that announcement made?

A It was when Mr. Edwards, the Division Engineer, came on the job and said that it would be all right to pull in the slopes to one-half to one.

Q What were the considerations that entered into that decision, so far as they were made known to you, Mr. Putnam?

A Well--

Q First I will ask you - did you concur in that decision - was your counsel sought and did you concur in the decision to bring in the slope?

A No, my counsel wasn't sought.

Q All right.

A What was the question again?

MR. WYCKOFF: We had two or three of them there.

Q Well, this was a preliminary question - you said your counsel wasn't sought in the decision. Now I will ask you what were the considerations leading to the conditions of reducing the slopes, so far as they were made known to you?

A Well, Mr. McGary, who was the superintendent or vice president or some such officerin the McDougall Company, approached me beforehand and asked if we would have enough material, if we could not pull in the slope to the one-half to one, in order to help them out a little bit so it wouldn't cost so much to take it on down to grade. That was transferred on to Mr. Edwards, and Mr. Edwards talked to Mr. McGary, I believe, and I think Mr. Smith was in on it too, and they made the final decision that it was to be pulled in.

Q Was that also to the advantage of the State, Mr. Putnam - or at least without disadvantage to the State?

A Well, it has proven to be quite a disadvantage because we are having an awful lot of slough-off now on that one-half to one slope, where it doesn't show on the benches where we are catching too much ravel.

Q Well, your benches are catching ravel?

A We are catching some ravel but we aren't getting the blocky stuff like we are on the one-half to one.

Q You are getting blocky stuff?

A Yes. At one time, one lane of the road was completely closed by the blocky material.

Q If those slopes hadn't been changed, how much more fill material would they have produced, or embankment material, would the excavation have produced than in fact was produced after the slopes had been pulled in?

A Well, there was approximately 25,000 yards left in the cut.

Q Have you actually computed that or is that just an estimate?

A Well, my figure of 25,000 was an estimate, but that was actually computed.

Q It wouldn't be 40,000?

A No, it wouldn't be 40,000. There was an original estimate now, Jack, of 40,000 - but what we did on that, we figured for the total length of the cut, and we lost nearly 50 feet on each end, or more, where we had the material - where we had to cut off the ends of those cuts. Do you recall that?

Q Well, this is off the record. I have no objection to his answering, but it should be off the record.

(Off the record discussion.)

(Question read.)

A It is right around 25,000, anyway.

Q Before the decision was made to pull in the slopes, you knew then that you wouldn't require that additional 25,000 yards for fill material; is that right?

A We estimated that we wouldn't have to.

Q And in fact, as it proved, you didn't require it?

A No.

Q You had more fill material than you really expected?

A We had enough to take care of what was left to be done, yes.

Q What is the usual, or the standard, degree of slope in a sandstone cut, Mr. Putnam?

A Well, we have a set of standards which say that we are not supposed to go steeper than a one and one-half to one unless specifically authorized to do so.

Q One and one-half to one?

A Yes.

Q That would be--

A One and one-half out, to one up.

Q This would be a steeper slope?

A One to one is a steeper slope than one and one-half to one. In other words, a one and one-half to one slope is what an embankment usually rests on.

Q I may be getting a little confused - I am speaking about a sandstone cut, not an earth cut.

A That's what I was trying to lead up to; our standard specification is nothing steeper than one and one-half to one, unless authorized to go steeper.

Q That would be less steep than a 45-degree angle?

A That's right.

Q All right.

A In this instance, we observed the present slopes on the highway, the old highway, and measured them. We knew that they had been put in at one-half to one and they had raveled back to three-quarters to one, or better. So a one to one slope was indicated, it would be our absolute minimum, and with the quantities we needed, the one to one slope worked.

Q Then when you got down to near the bottom of this cut and got into so much sandstone, you determined that a one-half to one would be satisfactory, from what you had then observed about the nature of the rock; is that correct?

A Well, I don't know what they thought on that score. That was strictly the--

Q The decision of the others?

A The decision of the others.

Q Was the whole job staked to the same one to one slope?

A That's right.

Q Standard. There was no change for the big cut except as you pulled the slope in?

A Just that one.

Q Well, what is the slope on a dirt cut; is that still one to one?

A No, as I say, one and one-half to one is our standard.

Q Is that standard for an ordinary dirt cut?

A That is what we have been ordered to do. Of course, like I say, with special authorizations - but depending on the height of your cut, and other things enter into it; but dirt will stand on a one to one.

Q What was the time allotment for the completion of this project, Mr. Putnam?

A It was let in July of 1952, and the completion date was the 31st of August, 1953, I believe.

Q Thirteen months from the time of the letting?

A Approximately, or fourteen months.

Q Would you say that if the contractor had not encountered conditions requiring blasting in the big cut that in all probability the contract would have been completed within the time fixed?

A Well, the weather gave us an awfully bad time. It would be hard to say.

Q When - what were the delays caused by the weather, Mr. Putnam?

A Well, we had an awfully late spring last year.

Q We are speaking not about 1954 but 1953. It was 1953 when the work was to be completed, was it not?

A Yes, 1953. But to be able just offhand to say how long it would take him to complete the job, I wouldn't say - if he had hit the rock or if he hadn't, whether he would have been able to complete it, I don't know.

Q Was there any weather delay of any considerable amount?

A We had a very good first year; we had a late beginning, the next year.

Q That would be the spring of 1953?

A Yes.

Q He started in August - or the contract was let in July, 1952, and he was able to work well that fall?

A Yes, and up into November.

Q Up to when?

A November.

Q Then the work had to shut down until fairly late spring of 1953, or did he have a good year?

A It was a fairly late spring in 1953.

Q Was a request made for an extension of time?

A Yes.

Q Was your approval or recommendation on that required?

A No, I just forward them to the division office.

Q With a recommendation?

A I didn't make any recommendation on this job, as I recall.

Q Why was that - were the superiors themselves well advised of the conditions?

A Yes.

Q They were out there all of the time after the rock work commenced - I don't mean all of the time, but frequently?

A They made their periodic inspection trips.

Q More frequently than on an ordinary job, would you say?

A No, I wouldn't say that.

Q Weren't you called on then for a recommendation or statement of conditions that might justify the recommendation?

A Well, there wasn't really any need for a recommendation from me, because they knew what the situation was.

Q Would you say that the conditions encountered in the big cut was the most compelling factor requiring the extension of time, Mr. Putnam?

A Well, I really wouldn't know.

Q Would you have any judgment as to how much more time was required, just from your observation, in seeing them remove the overburden and then do the drilling - how much more time was required in the excavation by the drilling and blasting than by bulldozing?

A I couldn't estimate any length of time; it would take longer, but I couldn't estimate it.

Q I wondered if your notes would show, or you had occasion otherwise to compare the frequency with which you had to supply stakes to the excavating crew when they were using bulldozers with the frequency with which you had to supply stakes to them when they got into the blasting.

A Well, once we set the first stakes, that was supposed to be it until they got down to grade.

Q Don't you set stakes at 5-foot levels all the way through?

A No.

Q You did not do that?

A No. I think we went into the big cut two or three times to give them checks.

Q That is not customary?

A It isn't a requirement. All we are required to do is set the slope stake, then we give the finished subgrade stake.

Q Then the contractor--

A Then they carry it from there on.

Q He places his own stakes from there on?

A Yes.

Q But do you, in collaboration--

A Well, in this instance, on the big cut, we did go in and give them checks several times.

Q Would you say that was unusual?

A Well, I don't know how other engineers operate; they asked me, and I did it for them.

Q Would you have any idea, Mr. Putnam, as to the relative cost of excavation where you must resort to blasting--

A No.

Q Over the cost of excavation, otherwise?

A No, I wouldn't have any idea.

Q Have you had any experience at all in the matter of letting of bids?

A No.

Q Or the studying of contractors' costs?

A I have never, no.

Q That is not in your department?

A No.

Q What record do you keep of your own activities, official activities, observations, recommendations, and those of your crew on the job, Mr. Putnam?

A Well, I keep a diary, which is really nothing on my recommendations or any of that; it generally just tells what - possibly what the contractor is doing or what I have been doing from day to day.

Q Do you have that diary with you?

A Yes.

Q May I have that please?

A Which one?

Q Do you have more than one diary for this job?

A Well, it's a yearly diary, one for each year.

Q Then we would want it for 1952--

A Here is 1952.

Q --and 1953 and 1954; we would want them for the three years. You have handed me now what you call a diary, a little red book labeled for the appropriate year, "Daily Reminder", upon which you have written or affixed labels bearing the notation "office".

A Yes.

Q And those are the diaries to which you referred?

A Yes.

Q And these diaries consist of entries which you make from day to day in connection with your activities as Resident Engineer?

A That's right.

Q And these particular entries have to do with your activities as Resident Engineer on the Low Pass Section; is that correct?

A Yes, plus all of the other projects too.

Q Did you have some other projects under your supervision at the same time this project was going on?

A Yes.

Q Which ones were they, Mr. Putnam?

A Well, what is known as the Lane County-Cheschire Section of the territorial highway, the first year; and also the Prairie Road-Eugene Section, last year and part of the year before.

Q When you had another project going at the same time you were supervising the Low Pass job, how did you divide your time?

A Well, I tried to hit all of them at least once a day.

Q But was more of your time devoted to the Low Pass Section than the others?

A No, it really wasn't, because after they got into the big cut, it was just a matter of going out there and seeing the same thing maybe 10 or 15 feet lower.

Q It was very slow going from that time on, is that right?

A Yes.

Q What other official records did you prepare?

A My weekly reports.

Q On the Siuslaw job?

A Yes.

Q Do you have copies of your weekly reports?

A Are you interested in the location--

Q I am going to ask you about those too.

A The location weekly reports?

Q We are talking now about the weekly reports on the Low Pass

Section.

A Yes. Those are the construction weekly reports.

Q The construction weekly reports?

A The weekly reports for the construction; and I have the ones on the location.

Q Just a moment so that we will understand what these notes are. They are entitled "Field Engineer's Weekly Report" and they cover the reports you made after the contractor went on the job?

A That's right.

Q And during all of the time he was completing the job?

A That's right.

Q This one folder contains all of those notes?

A Yes.

Q All right. Now you have weekly reports covering your location work, the preliminary work, and before the contractor came on, is that right?

A That's right.

Q For the purpose of the record, they are entitled "Low Pass Summit, Weekly Reports" - or in an envelope labeled "Low Pass Summit, Weekly Reports", and each of the reports on a printed form is entitled "Oregon State Highway Department Field Engineer's Weekly Report for Survey Only". Is that correct?

A Yes.

Q This covers all of the time that you spent on the preliminary engineering of this road?

A Yes. I believe the first engineer's, Mr. Decker's, notes are in there too.

Q Now do you have your original cross-section notes, or location notes I suppose is what you would call them.

A Well, these are the original notes on which the job was made up; it is the actual cross-sections.

Q Now you are referring to four rolls?

A There is possibly something - they are all labeled what they are. There are three cross-sections and one mass diagram.

Q Three of them, appropriately so labeled, are cross section notes?

A Yes.

Q Showing all of the data for the location of the highway originally?

A They show the - show it as a cross section of the ground.

Q Of the ground over which the highway is to go?

A Yes.

Q Then the fourth roll is your mass diagram; is that correct?

A That's right.

Q You stated earlier, Mr. Putnam, that after completion of the job, you had done a complete cross-section of the fills with respect to elevations and width of the highway from shoulder to shoulder, is that correct?

A Yes.

Q And where are those notes?

A They were forwarded to the division office, and I imagine they are in Salem somewhere, the Salem office.

Q That is, you sent them on to Mr. Edwards?

A Yes.

MR. BIGGS: Mr. Wyckoff, may I also have access to those?

MR. WYCKOFF: Yes; I don't know where they are, though.

(Off-the-record discussion.)

Q Is the record you have referred to as the mass diagram, Mr. Putham, the initial one, or the mass diagram made after completion of the project, or both?

A This was the initial.

Q Then there was a completed one?

A Yes.

Q Where would that be?

A Here in the Salem office somewhere.

Q That is not in your possession?

A No. I have nothing pertaining to the final of the job.

Q I see. But did you prepare the completed mass diagram?

A Yes.

Q Now, was any effort made to - at any time, to determine the amount of subsidence of the fills?

A No.

Q Would you have an opinion as to how much subsidence there might have been?

A We had one fill at station 95 that sank approximately a foot; now, whether that was subsidence or whether it was just settling of the materials in the fill itself, I can't say, but that was the only spot, to my knowledge, that was really noticeable.

Q In all of the others, wouldn't your cross-sectioning show by elevation?

A No, because we have no way of knowing what the natural ground had done underneath the fills.

Q At the point you spoke about, was the ground underneath the fill fairly typical of the ground under the other fills?

A No.

Q Or was it less swampy?

A It was through a heavy fill, and a partially side-hill fill, so it could have been just a consolidation of the materials instead of subsidence.

Q In reading profiles, Mr. Putnam, would an engineer who is considering the problems of construction think it significant, the degree, or the ratio of compaction between excavation and embankment materials - as to the type of materials that he may encounter?

A Yes, I imagine he would.

Q What would be the significance of that?

A Well, the smaller the shrink, the blockier the material, or the possibility of the blockier the material.

Q The greater the shrink, the more likely that it would be

A We had one fill at station 95 that sank approximately a foot; now, whether that was subsidence or whether it was just settling of the materials in the fill itself, I can't say, but that was the only spot, to my knowledge, that was really noticeable.

Q In all of the others, wouldn't your cross-sectioning show by elevation?

A No, because we have no way of knowing what the natural ground had done underneath the fills.

Q At the point you spoke about, was the ground underneath the fill fairly typical of the ground under the other fills?

A No.

Q Or was it less swampy?

A It was through a heavy fill, and a partially side-hill fill, so it could have been just a consolidation of the materials instead of subsidence.

Q In reading profiles, Mr. Putnam, would an engineer who is considering the problems of construction think it significant, the degree, or the ratio of compaction between excavation and embankment materials - as to the type of materials that he may encounter?

A Yes, I imagine he would.

Q What would be the significance of that?

A Well, the smaller the shrink, the blockier the material, or the possibility of the blockier the material.

Q The greater the shrink, the more likely that it would be softer, more compactible material?

A Yes.

Q When you speak of blocky material, does that in practical construction work signify harder materials?

A Well, it would have to be harder, if it came out in blocks.

Q It is blocky because it isn't soft and doesn't break up, is that correct?

A Yes. However, I would have to qualify that - you would almost have to cover the terrain or the ground that you were having the profile over because it takes into consideration the whole length of the job, not just one portion of it.

Q In other words, you might have a mixture of both--

A Yes.

Q --blocky material and dirt?

A Yes.

Q Is it the practice of the State Highway Commission generally, in figuring or computing their mass diagram or placing on the profile the directions and distances of the moving of material, to compute, theoretically, at least, the quality of the materials and the shrinkage factors?

A Not in each cut, no.

Q Not in each cut?

A No.

Q You say it is not the practice to do that?

A No. We take the job as a whole.

Q Is that standard practice?

A As far as my knowledge is concerned. I know in some cases they have split the job into sections and applied one factor to one section and another factor to another section.

Q To do that, though, you have to determine that there is either going to be a uniform type material or there is going to be enough blocky type material to compensate for the soft material, don't you? You have to take it into consideration one way or the other, either to determine whether one offsets the other, or if it is uniform or not, don't you, theoretically?

A Not necessarily. The way we operate on this is that we come up with the gradient and the curvature which suits the conditions.

Q By gradient, you mean the rise in the highway between points?

A Yes.

Q And by curvature, you mean just what it says - the curves in the highway?

A Yes.

Q All right.

A Then we figure up our quantities, and if that is what we want--

Q Now, in speaking about when you figure quantities - what do you mean when you say you figure quantities?

A We take our cross-section and find out how much material there is between each station. We don't determine the type of material or care about the type of material. We go through the job that way figuring quantities, and if we are in just plain dirt, we want to be sure we always have enough excavation to take care of our embankment. So it really--(interrupted)

Q You say if you are in just plain dirt. Do you compute everything on the basis of dirt?

A We compute everything, as far as our quantities are concerned, we just go straight across - we have so much fill and so much excavation.

Q You always figure it one-to-one?

A We just figure what the quantities are in each one.

Q So it is bound to be one-to-one?

A Yes; so if everything is suitable, maybe we think the material is going to go straight across the board, but--

Q By that, you mean uniform throughout?

A Yes, or if we figure our shrink factor is going to be nothing to nothing, straight across - if we have maybe an excess of 15,000 or 20,000 yards excavation, we use that more as a backlog, but that would show as a shrinkage factor in our plans because we do have that excess of excavation, but that doesn't necessarily mean that we think it is going to go that way.

Q But theoretically that is the way it would go - if you thought something else, you would say something else, wouldn't you?

A Well, if we wanted to spend the time and the money and get it down to a very fine point - if somebody could come in and say that material is going to shrink 10 percent, we would have to juggle our grade and refigure those quantities so many times in order to come up with that exact figure, it would be useless.

Q Well, now if you will just put this out of your mind for a minute - I am sure I understand the position of the State Highway as expressed by Mr. Williams and in what you are trying to say; I am not now saying that you intended by these profiles to make any representation to any contractor. Let's keep the contractor out of the picture and talk about what the profiles themselves showed; what they show.

Do I understand that when you make the profiles of every job, you always figure one-to-one, and so show it on the profile, or do I understand that you vary the ratio of shrinkage and swell as you think, with what information you have, the materials require? Now don't think about what the contractor might think about it - just what the profiles are intended to show.

A What I was trying to bring out is that we don't consider the contractor in our shrink factor, at all.

Q All right.

A We figure the quantity of materials and get our grade line; we figure the quantities of materials that we have, and if we have a job that is a million yards of excavation, and maybe 900,000 yards of embankment, that is the way that it figured.

Q That is what you would show on the plans - just that?

A That's right.

Q Whatever the proportion of embankment is to excavation, it would just be computed on quantity alone, without consideration of the quality or the type of materials?

A Well, like I say, we do consider- well, in other words, if we were going through solid rock, we surely wouldn't give it a 15 percent shrink.

Q You would not?

A No.

Q What would you give it?

A We would try to come up with some percentage of swell, if it were basalt rock.

Q If it were basalt rock, what would you consider an average swell?

A Well, I think - in good round numbers - 10 percent swell.

Q A ratio of 110?

A Yes.

Q That would be the hardest kind of rock to deal with because it has no weathering possibilities, within the practical limitations of construction?

A That's right. But again, that is just a theory. Every job comes up with something different.

Q I understand; but in order for your profiles to mean anything at all, in order for them to be consistent within themselves, you have to make them show some relationship between excavation and embankment, don't you?

A That's right.

Q And every engineer knows that that relationship may be materially altered by the nature of the excavation materials?

A That's true.

Q So that while you don't represent to the world what you think the materials are, in the sense that the world is to rely upon them, in making your own profiles accurate and consistent within themselves, you do have to express some judgment on what kind of materials the excavation is going to consist of, don't you?

A Yes, we do.

Q Now, that is done to a certain extent in your mass diagram, is that right - you have to take that into consideration to some extent in your mass diagram?

A No, the mass diagram is merely a grouping of the quantities in the percentages we have applied to our embankment.

Q All right, then coming back to the profiles in question, do you know what the compaction factor was, Mr. Putnam?

A No, I don't recall what the final compaction factor was.

Q You haven't computed that?

A We have computed it, yes, but as I say, we sent that in to the Salem office; that was back in August sometime, and I don't recall what that factor is now.

Q Do you know whether it varied from the compaction factor computable from the original profiles?

A Yes, it varied.

Q In which way?

A It was down.

Q By down, you mean what?

A We had less percentage.

Q You had less shrinkage than you had computed on your original profiles?

A That's right.

Q Was that as much as 5 or 6 percent, would you say?

A It was very close to being straight across the board, I believe.

Q Whereas you had actually figured a shrinkage on your original profiles?

A We showed a shrinkage on them, yes.

Q Would you say that that variation is primarily the result of there being more rock in the big cut than anyone anticipated?

A No, I wouldn't say that at all, because, as I said in the beginning, we were asked to try to get a balance, and under the pressure of getting the job in, we came up with the 5.6, I think it was, and they said we can use the additional material in widening out our shoulders, especially where we had two-lane sections, we had only a 2-foot shoulder, and we thought if we had any excess we could use it on those two-lane sections to widen the shoulder.

Q Was there actually more blocky material out of that cut than, in your own judgment, you thought there would be?

A I didn't even attempt to anticipate how much would come out.

Q I see. Did any of the engineers of the State Highway Department, to your knowledge?

A No one conferred with me on it.

Q Well, I don't want to transgress the bounds of propriety but you are an engineer and a very intelligent young man, Mr. Putnam. Do you mean to say that the State Highway Commission and its engineers were not surprised at the conditions revealed in the big cut?

A I really couldn't say.

Q Well, wasn't it a matter of common discussion from your elevation right on up to the highest echelons?

A It probably was, yes.

Q Well, wasn't it discussed with you?

A Very little.

Q Didn't Mr. Edwards talk it over with you?

A We went out on the job and looked it over, but he didn't discuss with me what he thought the material was going to be.

Q But he did say in words or in substance and effect that he never thought there would be as much blasting as there was, didn't he?

A Not to my knowledge.

Q And Mr. Baldock never said that?

A No, not to me.

Q Or any of the others?

A No.

Q Well, didn't you discuss it with the contractor?

A Yes.

Q And didn't you say - I don't mean to put you on the spot at all and there is nothing about this that needs to be secretive - but didn't you say in substance and to the effect that the job had turned out to be a lot more difficult than it was anticipated originally?

A I don't recall that I said it was more difficult than we anticipated, but I did say they hit an awfully rough show.

Q And actually it was a rougher show than the State originally anticipated, wasn't it?

A Well, I can't say what the State anticipated.

Q But it was a rougher show than you anticipated?

A I didn't anticipate, previously - I didn't even have any idea how it would come out, or try to think about how it would come out.

Q Well, you will admit this, that there was nothing they could have done to have avoided whatever the labor and expense to them was, of blasting all that material out, is that right?

A Well, with what limited experience I have, I would say they did the best they could.

MR. BIGGS: I think we have about concluded.

(Discussion off the record.)

(Deposition adjourned until 1:30 p. m.)

AFTERNOON'S PROCEEDINGS (1:30 p. m.)

FURTHER DIRECT INTERROGATORIES BY MR. BIGGS:

Q Mr. Putnam, did you have any occasion to make any kind of cost estimate on the Low Pass job?

A When we sent in our original plans through the division office, we set up our costs, yes.

Q Which original plans are you referring to?

A These preliminary--(indicating)

Q The location notes or the mass diagram, or both?

A Well, everything; all of those are the preliminary data, all of that goes in at once.

Q The preliminary data includes the location notes and the mass diagram?

A Yes.

Q Anything else?

A All of the cross-section, quantity summary sheets; and there is a cost analysis, a summary of the cost and quantities, we sent in.

Q Is all of that basic data included in these scrolls that you have produced?

A The cost sheets aren't in it.

Q Do you have the cost sheets?

A Yes, I believe I do.

Q The sheets you have just handed to Mr. Wyckoff, counsel for the Commission, are the cost sheets that you prepared?

A Yes.

Q When I say "you", I mean you and your office assistants.

A That's correct.

Q You did have some on this job, is that correct?

A Yes.

Q Were those cost estimates made in consultation with anyone superior to you?

A Yes, all of my prices either come from the cost analysis, as a preliminary estimate, or we use the average bid prices for the past year.

Q And whom do you obtain that data from?

A The Commission sends out the average bid prices to us every year.

Q To the Resident Engineers?

A Yes. Sometimes possibly twice a year.

Q Then in addition to that, the Commission also sends out to you, upon request, prices for certain materials that go in a job, or cost of excavation, or anything of that kind?

A Yes.

Q In what form does that information come to you?

A Usually it is through inspection, and then verbally.

Q Through inspection?

A Through inspection by the cost analysis, and then they drop into the office and just verbally say what prices we use.

Q Then would you say that the prices that are reflected in your cost estimates now being examined by Mr. Wyckoff, were prices that you got from the cost analysis?

A Yes.

Q In the manner you just described?

A Yes.

Q Now would you tell us what was the estimate that you made of the cost of doing this job, Mr. Putnam?

A Do you want the total?

Q Yes, if you please.

A The total of the contract items was $741,707.00.

Q That is $741,707.00?

A Yes.

Q By "contract items" you mean all of the materials that the contractor would have to supply and all of the labor that the contractor would have to expend on this job - is that correct?

A Well, I mean the items that he puts prices on.

Q So that that you would expect to be his total bid, is that right?

A Yes.

Q That would be somewhat different from the total appropriation that you would require for the job?

A That's right.

Q The appropriation would include the Commission's engineering expenses and right of way, and salaries of the crew members and the engineers and so on, is that right?

A Yes, that's true.

Q What prices did you compute the excavation at, Mr. Putnam?

A We used a price of 50 cents a yard for general.

Q For general excavation?

A That's right.

Q And that was applicable to every yard of materials that your study of quantities, shown on the profile, included; is that right?

A Yes, to anything that would come under the general excavation classification. It was unclassified material.

Q Was there any excavation the contractor was called on to do in the completion of this job that would not be covered in your estimate by the 50 cent per yard unit price?

A Well, there is the structural excavation and the trench excavation, which has to do with the placing of pipes.

Q And what did you figure that at?

A The structural was $3.00 and the trench was $2.50.

Q $2.50 a yard?

A Yes.

Q What would make that more expensive?

A Because it is mostly hand labor.

Q I see; you can't use machines?

A Well, they do use machines, but in a very small amount.

Q At this time was there any classified work being let by the State?

A Not to my knowledge.

Q Well, in your own figures, did you take into consideration that some of the material might be rock?

A No.

Q Requiring blasting?

A All we did was to take the price that was quoted to us, and we applied that to our quantity.

Q And that price came, as you say, from--

A From Mr. Clymer.

Q Were you quoted any prices at all by him that would have been applicable to costs if blasting were required?

A No.

Q You don't know what those prices would be?

A No.

Q Well, do you, from your own experience or knowledge, know whether 50 cents a yard would be compensatory for excavation and removal of rock?

A No, I wouldn't know.

Q You don't know about that. May we see your figures there, please?

A Yes. (handing paper to counsel)

MR. BIGGS: We can have this photostated, can't we, Mr. Wyckoff?

MR. WYCKOFF: Frankly, I don't know.

MR. BIGGS: Or we can make copies of it at our expense, I presume.

Q (by Mr. Biggs) Are the top sheet figures all of the figures that go into the costs, the engineer's contract items?

A Yes, contingencies.

Q And what is the 10 percent item of engineering and contingencies, $74,000.00?

A That takes care of the engineering salaries and any unanticipated items.

Q Such as what?

A Like the slide removal, which was done at a higher price; anything that we have to make price agreements with the contractor on.

Q What are the earthwork computation sheets referred to in your letter of May 3rd to Tom Edwards, which you state you are sending to him the following data - one pad of grade sheets and earthwork computations?

A That is the computations of yardage and the mass diagram ordinance.

Q The estimated - or the actual measured length in miles of this project, according to your summary, was 2.54, is that correct?

A Yes.

Q The total rise and fall - rise was 296.49, and the fall was 362.47. What does that mean?

A That just means from the lowest point to the highest point, on the east side - is the smaller one, and the fall, 362.47, is the feet from the summit to the west end of the project.

Q Maximum grade and total length of maximum grade was 7 percent?

A That's right.

Q And 7,450 feet.

A Yes.

Q Total curvature was 348 degrees and 18 minutes?

A 384 degrees.

Q Yes, 384. Maximum curve was 10 degrees?

A That's right.

Q Number of maximum curves was three?

A That's correct.

Q Right of way in acres, 111.12.

A Yes.

(Discussion off the record.)

Q Mr. Putnam, I am calling your attention to a document which has been handed to me from your files, entitled "Field Engineer's weekly report for construction projects only, for weeks ending July 11, 1954," and other data on the lower half of that sheet, and I will ask you to tell me what that is. State into the record - read the data into the record and then explain it, if you will, starting with the descriptive matter, or the recitals.

A You want just this portion?

Q The paragraph above that, and the figures.

A "Contractor placed sightposts throughout project and constructed three metal guard rail barricades where the new alignment intersects the old; all that remains to complete project is the painting of the rails and the sightposts, and a small amount of clean-up work. He has removed his shop and office from the project." Beneath that we have a subheading "Station", under which we have "Excavation from Station 9 to Station 143."

Q Is that the overall project?

A Yes. Those stationings include the length of the project. They are not exact, but roughly.

Q All right.

A Under "Plans" we have for the excavation 769,638.

Q What does that mean?

A That means the cubic yards, in the plans as presented to the contractor. And the final is 771,172 cubic yards.

Q Yards of excavation?

A Yes. That is the excavation that was figured from the construction cross-sections.

Q That was the amount that actually was taken out, as nearly as you can figure it?

A That was the amount that was taken out, as we figured it.

Q And that was roughly - not quite 2,000 cubic yards in excess of the amount shown in your plans?

A That's correct.

Q Now what is next?

A The embankment between Stations 9 and 143, according to the plans, was 712,564; according to the final, it was 769,747.

Q In other words, you had roughly 47,000 cubic yards more of fill than you planned originally; no, it would be 57,000 - is that right?

A That's right.

Q That was by actual measurement?

A The final is by actual measurement.

Q Well, then would that show an actual swell factor, Mr. Putnam?

A No, it wouldn't--

Q Would it include the swell factor?

MR. WYCKOFF: He should be allowed to finish his answer.

Q All right.

A It shows just exactly the excavation and the embankment, which in these figures here, would show that your excavation was shy 2,000 yards of making the full embankment. In other words, the excavation shrunk 2,000 yards, according to these figures.

Q You mean - well, I don't understand that. Let me see that, please. Is it 2,000 or 57,000?

A Well, there is no connection really between the plans and the final.

Q I see. In other words, the relationship between the excavation and the embankment, as shown by the plans, showed a difference of 57,000 yards?

A That's correct.

Q There was that much more excavation material than embankment?

A That's right.

Q Actually you came within 2,000 yards on the measurement of having as much embankment as you had excavation material?

A On the final.

Q Would subsidence account for that much?

A Well, perhaps I should state here that these figures are put in the weekly report for the Division Engineer alone, and he uses them so that there will be no great overrun in the

Q Well, then would that show an actual swell factor, Mr. Putnam?

A No, it wouldn't--

Q Would it include the swell factor?

MR. WYCKOFF: He should be allowed to finish his answer.

Q All right.

A It shows just exactly the excavation and the embankment, which in these figures here, would show that your excavation was shy 2,000 yards of making the full embankment. In other words, the excavation shrunk 2,000 yards, according to these figures.

Q You mean - well, I don't understand that. Let me see that, please. Is it 2,000 or 57,000?

A Well, there is no connection really between the plans and the final.

Q I see. In other words, the relationship between the excavation and the embankment, as shown by the plans, showed a difference of 57,000 yards?

A That's correct.

Q There was that much more excavation material than embankment?

A That's right.

Q Actually you came within 2,000 yards on the measurement of having as much embankment as you had excavation material?

A On the final.

Q Would subsidence account for that much?

A Well, perhaps I should state here that these figures are put in the weekly report for the Division Engineer alone, and he uses them so that there will be no great overrun in the project. These figures are taken from our cross-sections, as we originally stake them, and they do not contain the remeasured notes. They are - you cannot accept them as the final figures which were paid on the estimate.

Q Why?

A Why?

Q Yes.

A Because they are just - for the reason to make sure that we did not overrun our project.

Q And you did that by widening the surface of the road?

A No, these figures don't have anything to do with that portion of the job at all. I am trying not to confuse you; what I am trying to do is to say that we go out and stake the job, and we take these cross-sections, which are all neat sections, and we send them in to Salem where the I.B.M. figures them, and they come back to us, and that is the quantity, as the job is to go. And all that is placed on there for is for the the Division Engineer to see that we are not overrunning the project or getting into any trouble. Then in case we do have detours or slide materials, we boost these things up. But we do not - unless we actually have made the proper embankments, or remeasured the embankments, we do not place them in there, and as the job had progressed to a point where there was no chance for any fatal overrun, they were just - the same figures were practically used.

Q Do you - did you have any correspondence with your superiors touching upon the conditions that were encountered by the contractor, Mr. Putnam?

A Nothing that would have anything to do with the rock, or anything like that. I do have correspondence on certain portions of the job.

Q Discussing the conditions of the big cut?

A No.

Q Have you discussed your deposition with anyone, Mr. Putnam?

A No.

Q I mean have you talked with anyone about the ratio of compaction?

A No.

Q In connection with this case?

A Not in connection with the case, no.

Q Did you read Mr. Williams' deposition?

A Yes, I read that.

Q Did you find yourself in agreement with it in all points?

A Well, mostly.

MR. BIGGS: I think that is all.

CROSS INTERROGATORIES BY MR. WYCKOFF:

Q You were asked about the estimate of cost here, and in connection therewith about the unit cost for general excavation, unclassified, at 50 cents, and trench and structural excavation, and gave various figures taken from one of the sheets. Can you tell us whether that was made before or after the project was commenced?

A It was made before.

MR. WYCKOFF: That is all.

REDIRECT INTERROGATORIES BY MR. BIGGS:

Q Would they have been - those figures have been different if they had been made after?

A After the project had been commenced?

Q Yes, if you had known what the materials were, would you have estimated the cost differently?

A There would have been no occasion for doing it that way.

Q No, but if you had known what the materials were, coming out of the big cut, at the time you made your estimation, and assuming all the contractors would have known what the materials were, would you then have made a different cost estimate?

A Well, that's kind of a leading question, isn't it?

Q Well, it is a question, yes.

MR. WYCKOFF: Will you read the question.

(Question read.)

A Well, in the first instance, I didn't make the cost estimate.

Q Well, we have just talked about the estimate that you made.

A Yes, but I was given the figure of 50 cents; I didn't make the estimate of 50 cents.

Q I will ask you then - as an engineer, would you have used that figure if you had known that 60 percent, at least, of the excavated materials had to be shot?

A There is a lot of it that is going for that now.

Q For 50 cents - blasting?

A Between 50 and 60.

Q Blasting and drilling?

A Yes.

Q Would that have been your judgment at that time?

A Well, at the time that they opened up the cut, I probably would have had - I would have raised it.

Q Because of the nature of the rock that was encountered, is that right?

A Because it took blasting.

MR. BIGGS: Yes; I think that is all.

(Discussion off the record.)

MR. BIGGS: If you will let the record show that it is agreed that the time being such that we cannot examine closely all of the materials produced by the witness and identified in the record, and upon counsel's assurance that such data will be returned to the State Highway Commission, it will be available at a convenient time for counsels' inspection, through Mr. Wyckoff.

MR. WYCKOFF: Yes.

FURTHER INTERROGATORIES BY MR. BIGGS:

Q In the event the motion should be made to produce the documents and the scrolls, I will ask you, Mr. Putnam, to state in the record how they should be identified so that you or your counsel or anyone in the Commission would know what to produce. Will you please state into the record how they should be identified?

A Cross-sections between Station 12-plus-00 to Station 64-plus-00, of the Low Pass Summit Section, Siuslaw Highway, Lane County; J. F. Putnam, Resident Engineer; May, 1952. Now that would be the same heading, except for the stationing, on two other rolls; Station 64-plus-65 to Station 105-plus-00; and Station 105-plus-50 to Station 145-plus-00.

Q And those rolls contain what data - briefly?

A Cross-sections. Platted cross-sections.

Q All right.

A Under the title, "Oregon State Highway Department, Mass Diagram, Low Pass Summit Section, Siuslaw Highway, Lane County; J. F. Putnam, Resident Engineer; May, 1952."

Q All right.

A "Oregon State Highway Department, Grade and Earthwork Computation Sheets, Low Pass Summit Section, Siuslaw Highway, Lane County; J. F. Putnam, Resident Engineer; May, 1952."

"Oregon State Highway Department, Salem, Oregon; Field Notes; P-Line Level Notes, Low Pass Summit Section, Siuslaw Highway, Lane County, 1952; J. F. Putnam, Resident Engineer."

Q Then your cost estimate, Mr. Putnam. That may be in a folder; if it is, you might describe it.

A "Low Pass Summit Section, Siuslaw Highway, Lane County; Station 9-plus-1078 to Station 143-plus-3143; 2.54 miles; Two-lane with truck lanes on grade."

Q Don't put in any more detail than you would need to identify it.

A All right.

MR. CORY: What is the date of that?

A May 2nd, 1952.

Q Then the diaries have already been identified in the record as the red books for the years 1952 to 1954, inclusive, entitled "Daily Reminders" - is that correct?

A Yes.

MR. CORY: Then these Field Engineer's Weekly Reports.

Q "Field Engineer's Weekly Reports, for Survey Only."

A Yes.

MR. BIGGS: Thank you very much, Mr. Putnam. I think that is all unless we want to ask you some more questions after we have had an opportunity to make a closer inspection of your records.

(Deposition concluded.)

Dated this day of , 1955.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendants.

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, B. D. Peyton, a notary public in and for the State of Oregon and an official court reporter of the Third Judicial District pf the State of Oregon, hereby certify that the deposition of J. F. Putnam was taken before me at the time and place stated in the caption hereto;

I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 84 pages, numbered 1 to 84, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that the witness was presented with the completed deposition and given the opportunity to read and correct the same, and did read the same and thereupon subscribed his name in my presence.

WITNESS my hand and seal this day of 1955.

Official Court Reporter and
Notary Public for Oregon.

My commission expires Dec. 6, 1955.

RECEIVED
JAN 25 1955
FOR FILING

DF-1551
37-1

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 24, 1955

SUBJECT: Natt McDougall Company
v.
State Highway Commission
L-2189
Low-Pass Section Siuslaw Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Mr. Williams:

It now appears that the case of Natt McDougall Company v. the State of Oregon will not come up for trial before this fall. This is not an iron-bound guarantee but it appears that Mr. Biggs neglected to file his application to place this matter on the trial docket prior to the last Monday's calendar call.

Yours very truly,
Ralph Wyckoff
RALPH WYCKOFF

RW:aj
cc- C. W. Enfield

RECEIVED
JAN 24 1955

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 12, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3754	24-Final	Natt McDougall Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23119	R-108291	$ 23,839.52	11/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1953

Time Extensions: to July 31, 1954

Completion Date: July 13, 1954

Date Accepted: Aug. 9, 1954

Penalties: none

Claims: none

Remarks:

Date: 11-15-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

11-15-54

Warrant Mailed: [illegible] 15 1954
Ruth Rawlings

RECEIVED

FOR FILING

[illegible]

ADDRESS REPLY TO "STATE FORESTER" 3154

STATE OF OREGON
OREGON STATE BOARD OF FORESTRY
OFFICE OF STATE FORESTER
SALEM

Cross Referenced To:
adm
[illegible]
[illegible] - Gen

NOV

W. C. WILLIAMS

November 9, 1954

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Highway Building
Salem, Oregon

Dear Mr. Baldock:

Reference is made to your letter of November 3rd relative to the construction of our proposed Low Pass protection road.

We plan to construct this new section as soon as the right of way has been acquired.

I wish to thank you for the consideration given to this project and the cooperation of your staff in connection therewith.

Very truly yours,

G. Spaur

G. Spaur
State Forester

GS:cl

NOTED
H. G. SMITH

RECEIVED
NOV 10 1954
STATE HIGHWAY ENGINEER

RECEIVED
NOV 5 1954
FOR FILING

p.

November 3, 1954

Mr. George Spaur
State Forester
Oregon State Board of Forestry
Salem, Oregon

Dear Mr. Spaur:

Reference is made to your letter of October 25 relative to the forest protection road which was destroyed by new construction on the Low Pass Section of the Siuslaw Highway.

Our engineers have checked the matter on the ground, and we believe that your proposal of having a road constructed as per the map attached to your letter is an equitable plan. Your estimate of cost for the actual construction is approximately $2,000, and you state that the work can be done this winter by the District Warden at Veneta, using his equipment. In line therewith, this letter is to advise you that the State will reimburse you up to an amount not exceeding $2,000 for the cost of constructing the new roadway. If this meets with your approval you may proceed with such work and bill us for the actual cost, not exceeding $2,000, upon completion thereof.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

WCW:me fp

STATE OF OREGON
OREGON STATE BOARD OF FORESTRY
OFFICE OF STATE FORESTER
SALEM

ADDRESS REPLY TO
"STATE FORESTER"

October 25, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Highway Building
Salem, Oregon

Dear Mr. Baldock:

Reference is made to the forest protection road on the low pass summit which was cut off with the construction of the new portion of the Siuslaw Highway east of Blachley.

Our Engineer and myself had a conference with B.A. Martin and H. G. Smith of your office about two years ago. Mr. Martin later went over the project on the ground with Mr. Oglesby, District Warden, Amort of this office and your resident construction engineer from Eugene. As a result of this meeting we were asked to make a survey and cost appraisal to present to you for consideration.

The District Warden at Veneta said his equipment would be available this winter to construct a new road when the survey and right of way had been completed.

Our engineers have made the survey and staked the centerline. A new right of way is being obtained. The engineers estimate is as follows:

2600	feet of construction	
32	large stumps to shoot	
40	feet of 12" culvert	
30	feet of 18" culvert at highway approach	
	a small rock outcrop to shoot	
15	days TD 9 at $100 per day	$1500.00
1000	lbs 20% powder	150.00
400	lbs 60% powder	60.00
30	feet 18" culvert in place	120.00
40	feet 12" culvert in place	120.00
		$1950.00

NOTED
[illegible]

The road has a sustained grade of 13½% and is to have 12 feet on solid ground.

I believe $1950.00 to be close to actual cost although it may be slightly higher.

In view of the fact that this road along the summit was an important link in our protection system, I hope a suitable arrangement can be made with the State Highway Commission for the cost of the construction.

A map is attached showing the location of the proposed connection.

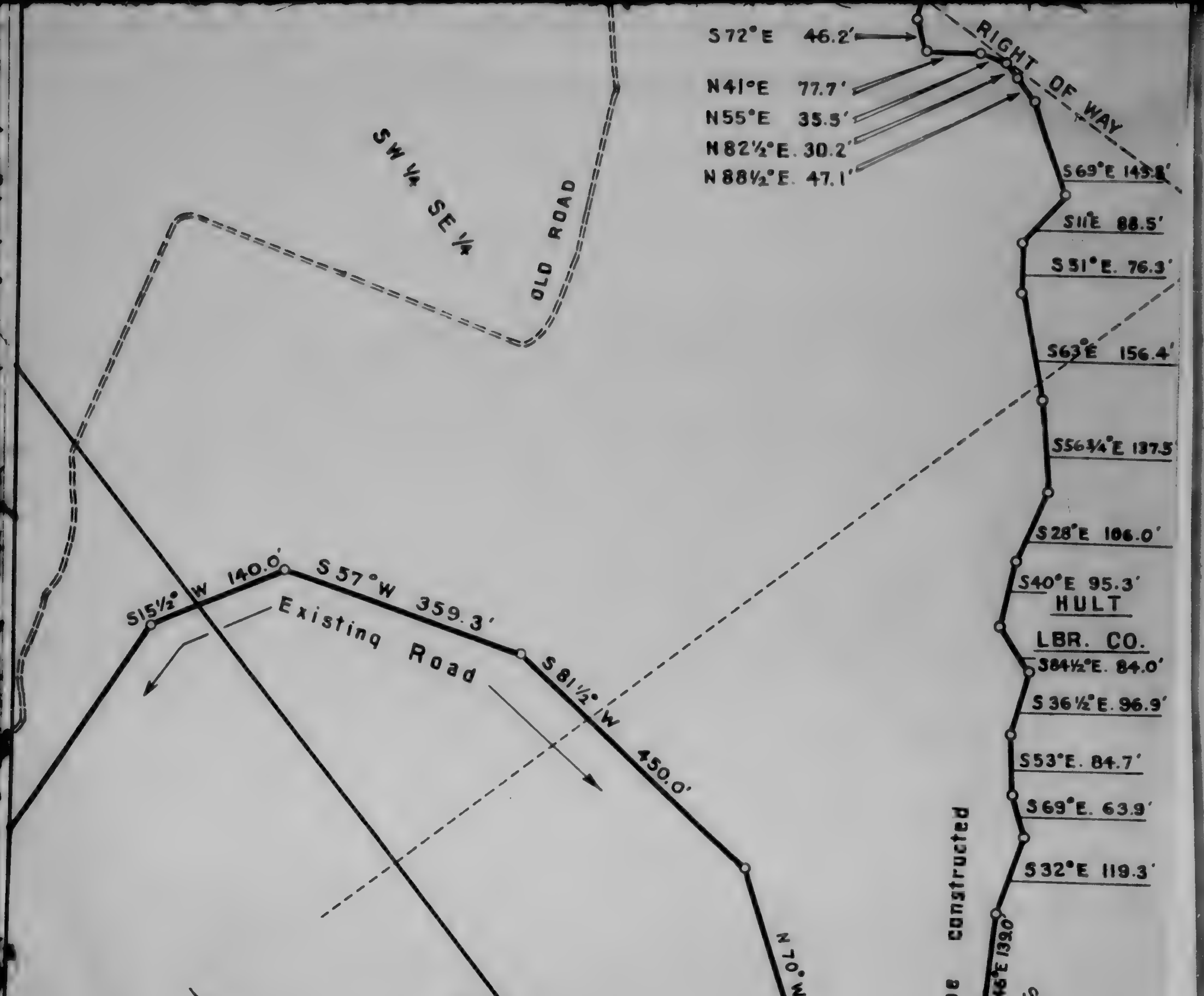
Very truly yours,

G. Spaur

G. Spaur
State Forester

GS:cl
encl.

RECEIVED
OCT 27 1954
OFFICE OF
STATE HIGHWAY ENGINEER



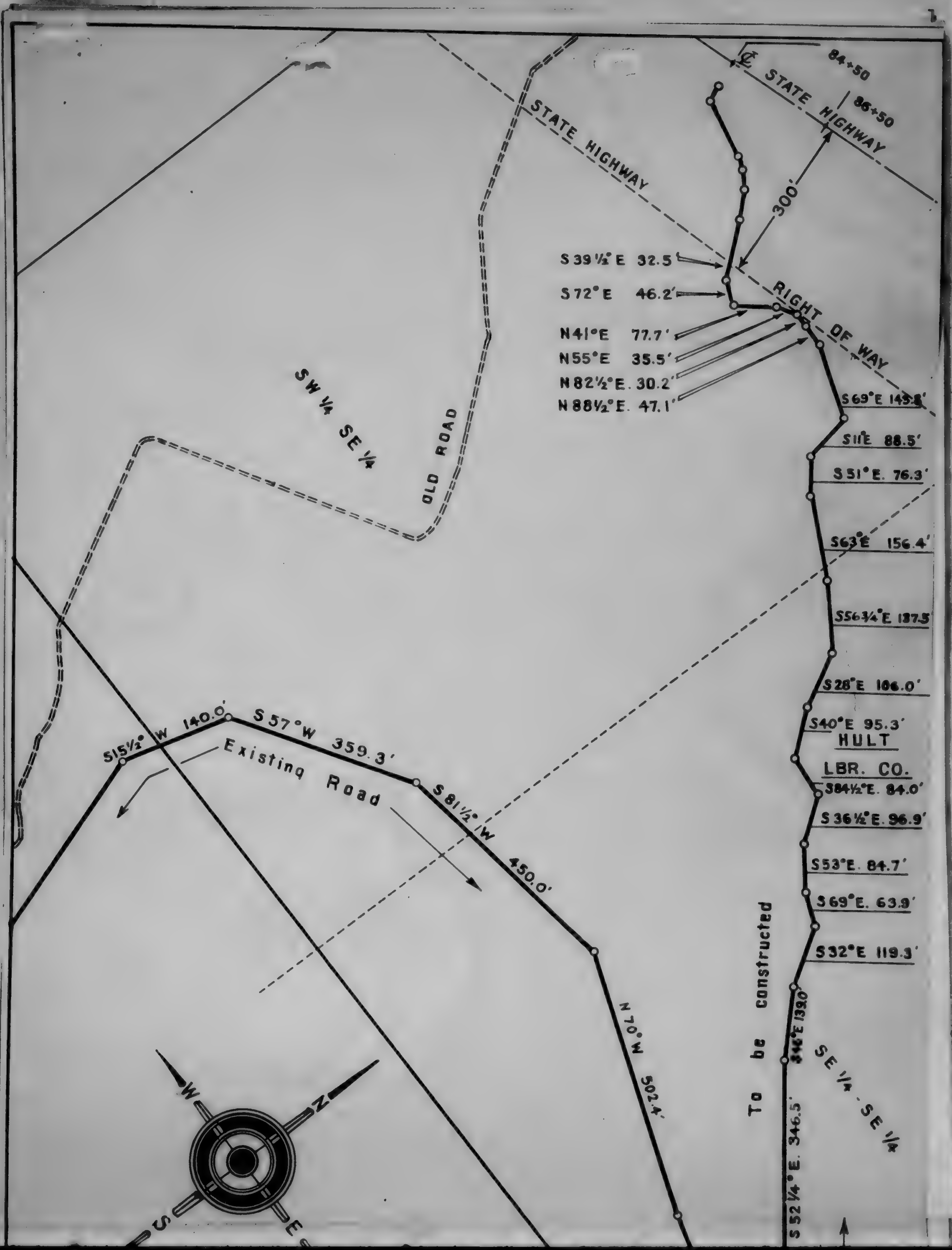
LOW PASS FOREST ROAD

SEC. 12 & 13 T. 16 S. R. 7 W.W.M. - SCALE 1" = 200'

LANE COUNTY, OREGON

SURVEY: L.W.A.

DR: LWA
TR: 10-11-54 H.H.


℄ STATE HIGHWAY
84+50
86+50
STATE HIGHWAY
300'
RIGHT OF WAY
S 39½° E 32.5'
S 72° E 46.2'
N 41° E 77.7'
N 55° E 35.5'
N 82½° E. 30.2'
N 88½° E. 47.1'
S 69° E 145.8'
S 11° E 88.5'
S 51° E. 76.3'
S 63° E 156.4'
S 56¾° E 137.5'
S 28° E 106.0'
S 40° E 95.3'
HULT
LBR. CO.
S 84½° E. 84.0'
S 36½° E. 96.9'
S 53° E. 84.7'
S 69° E. 63.9'
S 32° E 119.3'
S 44° E 139.0
S 52¼° E. 346.5'
SE ¼ - SE ¼
To be constructed
SW ¼ SE ¼
OLD ROAD
S 15½° W 140.0'
S 57° W 359.3'
Existing Road
S 81½° W 450.0'
N 70° W 502.4'
W
N
S
E

C
O
P
Y

March 27, 1952

Mr. J. F. Putnam, Resident Engineer
2191 E. Fifteenth Street
Eugene, Oregon

Dear Sir:

Reference is made to your letter of March 21, relative to proposed changes of the present Siuslaw Highway at Low Pass Summit.

Our Low Pass forest road, which is primarily a protection road, is at present a through road connecting with the Nelson Ridge road and the Long Tom county road from the Low Pass Summit of your highway.

We would desire to hold to the following specifications.

1. A maximum sustained grade of 12%.
2. Curves of not less than an 80 foot radius.
3. Sidehill construction to have 12 foot of the roadbed including ditch on original ground.
4. Pitch grades of 16% are permitted where the length does not exceed 200 feet.

This summit access is very desirable on this particular forest road, so if you find these specifications impracticable or impossible to follow please notify this office.

The first part of this road was constructed by loggers and we do not have information as to the present grades.

Very truly yours,

D. L. PHIPPS, Acting State Forester

By
L. W. Amort
Engineer

LWA/jk

cc: Ray Oglesby

RECEIVED
[illegible]

FORM E-123 80M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
~~SALEM~~

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Eugene, Oregon
March 21, 1952

COPY

Mr. L. Amort
State Forest Office
Salem, Oregon

Dear Sir:

The Highway Commission is making a survey for the relocation of the Siuslaw Highway at Low Pass Summit. This will mean a revision of your access road at the summit. The proposed line will have a deep cut at this point which will make it necessary to lengthen your road by several hundred feet for a connection to the new grade.

We would appreciate your sending us the limitations as to the curvature and grade that can be used on this change.

One of your right of way representatives stopped in our office several weeks ago to check on this road and he informed us that if we would forward you the required information, your office would take care of the easements necessary. We will furnish you with this information as soon as possible.

As we are unable to do any staking of the proposed change until we get your specifications, we would appreciate an immediate reply.

Very truly yours,

(sgd) J. F. Putnam

J. F. Putnam
Resident Engineer
2191 E. 15th Street
Eugene, Oregon

cc Mr. Tom Edwards

RECEIVED

RECEIVED
NOV 3 1954
FOR FILING

[illegible] (9)
3754

November 1, 1954

General Casualty Company of America
Portland Service Office
209 SW Fourth Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3754 for work performed on the Low Pass Section of the Siuslaw Highway in Lane County was completed by the contractor, Natt McDougall Company, on July 13, 1954, and was formally accepted by the Highway Commission on August 9, 1954.

Final payment in the amount of $23,839.52 will be released to the contractor on or after November 12, 1954. The total contract amount is $728,437.43, of which amount $2,066.03 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibitlity for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

11-1-54 S

RECEIVED
OCT [illegible]
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

M. K. MCIVER, MEMBER
PORTLAND

H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.

W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.

C. W. ENFIELD
CHIEF COUNSEL

October 22, 1954

W. C. WILLIAMS

Hart, Spencer, McCulloch, Rockwood and Davies
Attorneys-at Law
1410 Yeon Building
Portland 4, Oregon

Re: Natt McDougall Co.
v.
State of Oregon
L 2189

Attention: Mr. Hugh L. Biggs

Gentlemen:

Thank you for your letter of October 20, 1954, suggesting certain changes to be made in the certificate to be attached to the final estimate for payment to Natt McDougall Company for monies owing under Contract No. 3754, Low Pass Section of the Siuslaw Highway. I have made the changes in the form of certificate as you requested, a copy of which revised certificate is enclosed herewith, and a copy of this letter is being given to Mr. W. C. Williams, Deputy State Highway Engineer, so that he may thereby be advised concerning the revised certificate to be attached to this estimate.

You are, of course, familiar with the provisions of the contract between Natt McDougall Company and the State, and the bond that is made a part thereof, which requires that the contractor promptly make payments to all laborers, mechanics, subcontractors, and materialmen, and to all persons supplying to the contractor or his subcontractors labor or materials for prosecution of the work.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams
S. H. Probert

TO THE STATE HIGHWAY COMMISSION:

NATT McDOUGALL COMPANY, a corporation organized and existing under the laws of the State of Delaware, does hereby accept the sum of ________________________________ Dollars ($____________) as final payment for all work performed and material furnished, and acknowledge this amount together with prior partial payments, to be payment in full for all claims against the STATE OF OREGON, its STATE HIGHWAY COMMISSION, the STATE HIGHWAY DEPARTMENT, and the members, employees and agents of the aforesaid STATE HIGHWAY COMMISSION and STATE HIGHWAY DEPARTMENT under Contract No. 3754, dated July 23, 1952, for grading and paving the Low Pass Section of the Siuslaw Highway in Lane County, save and except for such claims as it may have against the STATE OF OREGON in the case now pending in the Circuit Court for Marion County entitled NATT McDOUGALL COMPANY, plaintiff, vs. STATE OF OREGON, by and through its State Highway Commission, defendant, Marion County Register No. 41131.

NATT McDOUGALL COMPANY certified that all claims chargeable to it for labor, materials, provisions and supplies furnished in connection with the above-mentioned contract have been paid in full.

NATT McDOUGALL COMPANY

By____________________________

Title__________________________

State of Oregon)
County of Multnomah) ss.

On this _____ day of ________________, 1954, before me appeared ____________________________, to me personally known, who being duly sworn, did say that he is President of Natt McDougall Company and that the seal affixed to said instrument is the corporate seal of said corporation and the said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and said ______________________ acknowledges said instrument to be the free act and deed of said corporation.

In testimony whereof, I have set my hand and affixed my official seal this ________ day of ___________________, 1954.

____
Notary Public for Oregon

My commission expires on the _____ day of ______, 19___.

RECEIVED
OCT 7 - 1954
FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
October 5, 1954

SUBJECT:

To:

D. J. Sage
District Maintenance Superintendent

Dear Sir:

Reply is made to your letter of October 4 concerning the letter forwarded you on September 30, subject: cleaning of ditches in the big cut at Low Pass.

I knew that we had previously discussed this matter and during that week when I was on the project with Resident Engineer Putnam, Geologist Scott and Consulting Engineer Roy Klein, Putnam advised me that the ditches had been cleaned. They did not look as well filled up as on my previous inspection, and I, therefore, assumed that this was correct.

However, your explanation that the material had merely been bladed back explains this discrepancy. My letter of September 30, therefore, was in error.

Please proceed as outlined in the letter from Mr. Stiffler, namely, do not remove anything other than that which is necessary to maintain traffic safety.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE:gb
cc: W. W. Stiffler
C. W. Enfield
H. G. Smith
E. A. Collier

NOTED
W. W. STIFFLER

RECEIVED
OCT 7 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

188(3)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 30, 1954

SUBJECT:

To:

D. J. Sage
District Maintenance Superintendent

Dear Sir:

You are in receipt of a copy of Mr. Stiffler's letter of September 28 concerning the cleaning of the ditches in the big cut at Low Pass on the Siuslaw Highway.

This office had previously discussed this matter with you and ordered that the material not be moved. I know that the condition became so aggravated that cleaning of the ditches was necessary and that you have done so.

In the future you shall not clean these ditches until this office has been notified in order that we may advise the legal staff to take the necessary photos to substantiate our position in the matter.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE:gb
cc: W. W. Stiffler
F. A. Collier
C. W. Enfield

RECEIVED
OCT 1 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

Form E-1—10M—7-50

188 (3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 22, 1954

Section Low Pass

Highway Siuslaw

Contractor Natt McDougall Co.

Date of contract July 10, 1952

Date work started July 30, 1952

Amount of ~~Contract~~ Auth. less Engr. $ 789,570.45

Kind of work Grade and Pave

Section prefix 20-1079

Contract number 3754

Date of completion Extended to July 31, 1954

Estimated date of completion, 19

Per cent of time elapsed 175.6 %

Estimated cost of completed project, exclusive of engineering $ 728,379.25

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 59,930.63, 98.8 %

Date project was completed July 13, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

One man in office working part time on Semi-final Estimate. The Estimate should be completed next week.

NOTED
[illegible]

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

Signed J. H. Putnam

Address 2191 E. 15th St. Eugene, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVE

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.54	2.54			2.54
Miles partially completed					
Miles completed	2.54	2.54			2.54
Total estimated quantities	771,365 CY XXX,XX	21,338 CY	730 CY		8524 T
Estimated quantities moved or placed to date	771,365 CY	21,338 CY	730 CY		8524 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41608

RECEIVED

RECEIVED
JUL 19 1954
FOR FILING

[illegible]

3754

July 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 13, 1954 on Contract No. 3754, Low Pass Section, in Lane County, in connection with Federal Aid Project No. BF-188 (3).

Very truly yours

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED

RECEIVED
JUL 19 1954
FOR FILING

[illegible]

3754

July 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 13, 1954 on Contract No. 3754, Low Pass Section, in Lane County, in connection with Federal Aid Project No. BF-188 (3).

Very truly yours

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
JUN 14 1954
FOR FILIN

ANGUS GIBSON
683 LAUREL ST.
JUNCTION CITY, OREGON

CHAIRMAN: FINANCIAL AFFAIRS
MEMBER: ELECTIONS AND PRIVILEGES
ROADS AND HIGHWAYS
WAYS AND MEANS

COMMITTEES:

STATE OF OREGON
SENATE CHAMBER
SALEM

July 7, 1954

Ben R. Chandler, Chairman
Oregon State Highway Commission
Coos Bay, Oregon

Dear Ben;

This is a letter of appreciation for the completion of the cut-off over the Low Pass on Highway 36.

Please express to the other members of the Highway Commission my thanks for a job well done; Charles H. Reynolds, M. K. McIver, and R. H. Baldock, your highway engineer. I want to assure you that the citizens of Junction City join with me in expressing their thanks.

I also want to complement you for the other improvement between Junction City and Harrisburg. I know that you intended to give us a better highway, and that this one does not meet with your high standards, but we are very satisfied and thankful for a fine improvement.

Sincerely yours,

Angus Gibson

Angus Gibson

MK

CC: R. H. Baldock

NOTED

RECEIVED
JUN 14 1954
FOR FILING

BF-188(3)

3754

Salem, Oregon
June 10, 1954

Mr. R. H. Baldock

As you requested, I have conferred with Mr. Smith relative to the Natt McDougall suit, and Mr. Smith has prepared a very exhaustive report covering the matters brought up by Mr. Wyckoff. Mr. Smith's report is attached, and in my estimation he has prepared a fine report and the Legal Department should be able to outline an excellent defense from the information furnished.

It might be desirable that a conference be held between you, me, Mr. Smith, Mr. Edwards, the Resident Engineer, and the Legal Department, to pinpoint our final course of action in the defense.

Mr. Smith will be absent from the office this next week, but Mr. Cooper will be available for any leg work that you might wish him to do.

W. C. Williams

WCW:me

Encl.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FORM E-30 25M 9-51 52315

B7 18F (3)

3754

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1954

SUBJECT:

To: Mr. W. C. Williams

Please refer to copy of the letter to me under date of June 1 from Ralph Wyckoff relative to the Natt McDougall Company suit. Please discuss this with Mr. Smith and the Resident Engineer and prepare some answers, and when I get back we will have a conference ~~too~~ and then I will reply.

NOTED
W. C. WILLIAMS

R. H. Baldock

RHB:me

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LANE

NATT McDOUGALL COMPANY,)
)
Plaintiff,)
)
v.)
)
STATE OF OREGON by and through)
its State Highway Commission,)
)
Defendant.)

No.

COMPLAINT

Plaintiff for cause of suit against defendant complains and alleges as follows:

I

Plaintiff is a corporation organized and existing under the laws of the State of Delaware and at all times herein mentioned has been and now is duly qualified under the statutes of Oregon to engage in business as a foreign corporation in the State of Oregon. Plaintiff is engaged in business as a general contractor and its executive and administrative office is in Portland, Oregon.

II

Defendant (hereinafter referred to as the "Commission") is a part of the State Highway Department, a department of the State of Oregon (Section 366.105 O.R.S.), and is the entity designated by statute (Section 30.320 O.R.S.) to be named as party in a suit against the State of Oregon upon a contract made by said Commission after February 28, 1929, and within the scope of its authority.

III

On June 26, 1952, the Commission duly advertised for bids for grading and paving of a section known as the "Low Pass

Section" of the Siuslaw Highway, a part of the State Highway System in Lane County, Oregon. Said project consisted of a realignment and relocation of the crossing of said highway over the summit of the Coast Range. Said call for bids required the submission of bids on July 10, 1952.

IV

Immediately after said advertisement for bids the Commission delivered to plaintiff, upon plaintiff's request, "Plans for Proposed Project, Low Pass Section, Siuslaw Highway, Lane County" hereinafter referred to as the "Plans." A true copy of the plans is hereto attached, marked Exhibit A and by this reference made a part hereof.

V

Plaintiff, on July 10, 1952, in full compliance with the terms of said advertisement for bids submitted to the Commission a bid for said work. In submitting said bid plaintiff relied upon the information shown in the Plans relating to the nature and extent of the work to be done thereunder.

VI.

In the interval between the advertisement for bids and the submission by plaintiff of its bid for the work, plaintiff made a thorough examination of the site of the work and fully informed itself as to the quality and quantity of materials and the character of the work required to the extent that the facts as to the quality and quantity of materials and the character of the work required could be determined without subsurface borings and explorations. The interval between June 26, 1952, the date of the Commission's advertisement for bids, and July 10, 1952, the date upon which the Commission required bids for the job to be submitted, was so short that plaintiff could not have conducted its own subsurface explorations, and plaintiff, prior to the submission of its bid, had no opportunity to conduct subsurface explorations to determine for itself the existing subsurface conditions at the site of the work shown in the Plans.

VII

Plaintiff's bid so submitted was the lowest of the bids submitted and on July 10, 1952, said work was awarded by the Commission to the plaintiff upon the basis set out in said bid. Under date of July 10, 1952, plaintiff and the Commission entered into a contract under the terms of which plaintiff undertook to perform said work upon the terms stated in its said bid. A true copy of said contract, hereinafter referred to as the "Contract," is hereto attached, marked Exhibit B and by this reference made a part hereof.

VIII

Said plans showed that the work extended from Station 9+10.78 at the westerly end of said project to Station 143+31.41 at the easterly end of said project, a total distance measured along the center line of the new highway to be constructed of 13,420.63 feet, or 2.54 miles. The profiles included in the Plans showed the amount of material to be excavated and moved to new embankments as 755,255 cubic yards. Said profiles showed that between Stations 76+80 and 83+90, a distance of 710 feet, the quantity to be excavated was 507,351 cubic yards. Thus between the stations last referred to, which constituted 5.29 per cent of the total length of the project, the material to be excavated constituted 67.18 per cent of the total excavation shown for the entire job. The work between the two stations last referred to came to be known by those engaged on the project as the "big cut," and will be so referred to hereinafter. As shown on said profiles, the extreme depth of excavation of the big cut from the natural elevation at the summit of the Coast Range to the grade established for the new highway at the center line was approximately 200 feet.

IX

Said plans indicated that the material to be excavated was substantially uniform from end to end of the project and was of a nature such that on the average a cubic yard of material excavated would, when placed in embankment, compact to 0.944 cubic yards. This ratio of excavation quantities to embankment quantities was shown on the Plans uniformly for every cut and every embankment to be constructed. In particular, the Plans showed that the 507,351 cubic yards to be excavated from the big cut would, when placed in embankment, produce 479,154 cubic yards of embankment, a ratio of 1 to 0.944.

X

As a matter of engineering practice and as a matter of common understanding of engineers and contractors familiar with this type of work, the representation that materials so excavated will compact to that extent when placed in embankment is a representation that the material is such that for the most part it can be excavated with ordinary earth-moving machinery without the necessity for blasting prior to excavation. Solid rock when excavated "swells" when placed in embankment, that is, the volume of rock after blasting for excavation has a volume in embankment greater than its volume in its natural state because of voids created by reduction of rock to small pieces. The bid submitted by plaintiff as reflected in the Contract was based upon the engineering conclusion from the data in the Plans that the major part of the material to be excavated from the big cut could be moved by earth-moving machinery without blasting.

XI

Said Plans indicated that the excavation in the big cut would produce slopes on each side of the highway in the big cut of 1 to 1, that is, an angle of 45 degrees to the horizontal, or an increase in distance of one foot horizontally from the center line for each increase in elevation of one foot above the finished grade of the newly constructed highway. As a matter of engineering practice and as a matter of common understanding of engineers and contractors familiar with this type of work, a showing of 1 to 1 slopes is the equivalent of a representation that the material to be excavated is of a nature such that a 1 to 1 slope is necessary to maintain a stable slope in the finished cut, which is a further representation that the material is such as can be excavated for the most part with ordinary earth-moving machinery without the necessity for blasting prior to excavation. In engineering practice, if the material to be encountered in a cut is solid rock, a slope steeper than 1 to 1 will maintain itself in the finished cut. The bid submitted by plaintiff, as reflected in the Contract, was based upon that interpretation of the Plans.

XII

Plaintiff, shortly after July 10, 1952, commenced work under the Contract and proceeded with due diligence until the completion of all excavation and grading work required by the Contract in the month of November, 1953, and the only work which remains to be done under the Contract is (a) the clearing and cleaning up of some small slides which have occurred in the winter season of 1953-1954, and (b) the placement of the paving required by the Contract. The placement of paving cannot, because of weather conditions, be done until the late spring or summer of 1954, and the Commission, recognizing that fact, has granted to plaintiff an extension of time for completion of the Contract to enable plaintiff to complete the paving at the time indicated in 1954.

XIII

Plaintiff commenced the major work of excavation of the material from the big cut in May, 1953. After the removal by plaintiff of overburden varying in depth from approximately 4 to 12 feet of earth removable by the use of ordinary earth-moving equipment without blasting, plaintiff encountered solid rock in the cut which could be excavated only by blasting, and from that elevation to the bottom of the cut the material was nearly 100 per cent solid rock. When plaintiff had proceeded with the excavation to a level approximately 60 feet above the finished grade of the highway, the Commission and its engineers (a) recognizing that a 1 to 1 slope was not required to maintain the finished slopes of the cut, and (b) recognizing further that rock from the big cut swelled rather than compacted in embankment so that had all of the material been excavated from the big cut in conformity to the Plans there would have been material excavated in excess of that necessary to make embankments as shown in the Plans, authorized and directed the plaintiff to change the slope to a 1/2 to 1 slope for the remaining 60 feet. This change resulted in the reduction in the quantities to be excavated from the big cut so that instead of the 507,351 cubic yards of excavation, as shown in the Plans, the material actually excavated by plaintiff from the big cut was approximately 470,000 cubic yards. Of that quantity excavated approximately

400,000 cubic yards or 85.1 per cent consisted of solid rock which could be excavated only after blasting.

XIV

The solid rock encountered in the big cut constituted a subsurface and latent condition differing from those shown in the Plans and an unknown condition of an unusual nature differing materially from those generally recognized as inhering in work of the character provided for in the Plans and specifications, all within the meaning of paragraph 8-11 of the Contract. Plaintiff, upon encountering the solid rock in the big cut, called the condition to the attention of the Commission's engineer, and the engineer promptly thereafter examined and investigated the conditions in the big cut but the Commission's engineer has arbitrarily refused to provide for any increase of plaintiff's costs resulting from such conditions encountered in the big cut.

XV

Plaintiff's field cost of excavation of the material from the big cut was $502,772.20 as contrasted with the amount of $260,576.42, which results from application of the unit price of $0.45 per cubic yard for general excavation and overhaul items stated in the Contract in Items 4, 5 and 6 of "Schedule of Contract Prices." Said cost so stated includes nothing for profit to plaintiff or any part of plaintiff's general overhead expense or plaintiff's expense of operation of its Portland general office. As a consequence, if provision is not made for plaintiff's increased cost on account of the conditions encountered in the big cut, plaintiff's field loss on account of its work of excavation of the big cut will be $242,195.78. The amount reasonably to be added to said sum of

$242,195.78 to cover a reasonable profit and general overhead expense to plaintiff for its work of excavation of the big cut is 13.35 per cent of the field cost of $502,772.20, reduced by $97,121.24, cost of use of equipment included therein, or $405,650.96. 13.35 per cent thereof is $54,154.40. This amount added to $242,195.78 equals $296,350.18.

XVI

All of the work performed by plaintiff in excavation of the big cut was done in accordance with best engineering and construction practices and the costs incurred, as alleged in paragraph XV, were reasonable and not in excess of the costs for which the work could have been performed by any other methods.

XVII

By reason of the facts hereinbefore stated, plaintiff at or prior to the completion of its performance of the Contract will be entitled under the provisions of the Contract to receive $296,350.18 in excess of the amounts payable to plaintiff based on unit prices stated in the Contract applied to the units of work actually performed by plaintiff under the Contract.

XVIII

Plaintiff has completed the performance of all items of work shown in the Contract under the heading "Schedule of Contract Prices" except the following:

Item No.	Item	Unit Price	Amount
20	Concrete Sight Posts, 120 only For Ten Dollars and Fifty Cents each	10.50	$ 1,260.00
21	3" 0 Material in Base, 18,300 cu. yds. For Three Dollars and Forty Cents per cu. yd.	3.40	62,220.00

Item No.	Item	Unit Price	Amount
22	3/4" 0 Material in Base and Shoulders For Three Dollars and Forty Cents per cu. yd.	3.40	$ 14,620.00
23	Sprinkling - 500 M-gals For Three Dollars per M-gal.	3.00	1,500.00
24	Preparation of Base 2.54 miles For Three Hundred Dollars per mile	300.00	762.00
25	3/4" 0 Material in Binder Course 460 cu. yds. For Five Dollars per cu. yd.	5.00	2,300.00
26	RC-3 Asphalt in Binder Course 80 tons For Fifty Dollars per ton	50.00	4,000.00
27	Class "B" Asphaltic Concrete 9,400 tons For Seven Dollars and Fifty Cents per ton	7.50	70,500.00
28	RS-1 Emulsified Asphalt in Seal Coat 40 tons For Sixty Dollars per ton	60.00	2,400.00
29	Aggregate in Seal Coat 240 cu. yds. For Six Dollars per cu. yd.	6.00	1,440.00
30	3/4" 1/2" Crushed Material in Stockpile 300 cu. yds. For Three Dollars and Forty Cents per cu. yd.	3.40	1,020.00
31	1/2"-1/4" Crushed Material in Stockpile 300 cu. yds.	3.40	1,020.00
32	1/4"-#10 Crushed Material in Stockpile 150 cu.yds. For Three Dollars and Forty Cents per cu. yd.	3.40	510.00
	Total		$163,552.00

less $75,244.79 included therein for crushed rock which plaintiff has already placed on detours or stockpiled and for which plaintiff has been paid, or a net amount for uncompleted work of $88,307.71 (subject to minor adjustments for measurement of quantities to be placed hereafter). All of the items so enumerated in this paragraph XVIII are parts of the work of paving as required by the Contract.

XIX

The work performed by plaintiff under the Contract is at the present time in excess of 75 per cent of the total amount of work to be performed by the plaintiff, and the work of paving still not completed as summarized in the foregoing paragraph XVIII is less than 25 per cent of the total amount of work to be performed by the plaintiff under the Contract. In these circumstances, under the provisions of paragraph 8-13 of the Contract, plaintiff is entitled to be paid for all of the work thus far done under the Contract, less 7½ per cent of the total amount payable to plaintiff under the Contract.

XX

The total amount which will be payable to plaintiff upon completion of the Contract, including (a) the work heretofore performed by plaintiff at the unit prices stated in the Contract in the amount of $642,980.97; (b) the additional payment in the amount of $296,350.18 on account of the conditions encountered in the big cut; and (c) the amount specified in the Contract for items not yet completed enumerated in paragraph XVIII totaling $88,307.71, is a total of $1,027,638.86. At the present time, because the Contract has not been completed, the Commission, under the terms of paragraph 8-13 of the Contract, is entitled to retain 7½ per cent thereof or $77,072.91. As a consequence, plaintiff is now entitled to receive from the Commission an amount computed as follows:

(a)	Work completed to be paid for under unit prices stated in the Contract	$642,980.97
(b)	Additional payment due under paragraph 8-11 of the Contract on account of conditions encountered in the big cut	296,350.18
(c)	Total Amount Earned	$939,331.15

(d)	7½ per cent of $1,027,638.86, the total payments which will be due upon completion of the Contract, to be retained by the Commission until the completion of the job	$ 77,072.91
(e)	Difference	$862,258.24
(f)	Amounts heretofore received by plaintiff as partial payments for work heretofore done	620,375.67
(g)	Net amount now due and payable to plaintiff	$241,882.57

A reconciliation of said figure of $241,882.57 and the figure of $296,350.18 stated in subparagraph (b) above is as follows:

(a)	Net amount now due	$241,882.57
(b)	Amount which the Commission is now entitled to retain	77,072.91
(c)	Total	$318,955.48
(d)	Less amount presently retained by Commission for work completed at unit prices stated in Contract	22,605.30
(e)	Difference	$296,350.18

XXI

Plaintiff has heretofore demanded from defendant payment to plaintiff of plaintiff's increased costs incurred by reason of the conditions encountered in the big cut, as above stated, but the Commission has declined and refused to pay any portion of said increased costs, and does still so refuse to do, by reason whereof there is now due and owing to plaintiff, by reason of said increased costs, the sum of $241,882.57.

WHEREFORE, plaintiff demands judgment against defendant for the sum of $241,882.57, together with interest thereon at the rate of 6 per cent per annum until paid, and for plaintiff's costs and disbursements incurred herein.

FLETCHER ROCKWOOD

HUGH L. BIGGS

HART, SPENCER, McCULLOCH, ROCKWOOD & DAVIES
Attorneys for Plaintiff

STATE OF OREGON)
) ss.
County of Multnomah)

I, JACK McDOUGALL, being first duly sworn, on oath depose and say: That I am Vice President of Natt McDougall Company, the plaintiff in the above-entitled action; that I have read the foregoing complaint, know the contents thereof, and the same is true as I verily believe.

JACK McDOUGALL

Subscribed and sworn to before me this 14th day of April, 1954.

HUGH L. BIGGS
Notary Public for Oregon

(NOTARIAL SEAL) My commission expires: 3/11/56

C
O
P
Y

NATT McDOUGALL COMPANY

Excerpts from Minutes
Oregon State Highway Commission
Volume 37, Part 2,
Pages 20151 - 20192

Portland, Oregon
July 10, 1952

The State Highway Commission convened in regular session at 9:00 a.m. Pacific Standard Time, in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
W. C. Williams, 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistang State Highway Engineer
C. W. Enfield, Chief Counsel
Forrest Cooper, Right of Way Engineer
C. H. Armstrong
C. H. Maison, Manager, Accounting Division
H. B. Glaisyer, Secretary

NOTED

Bids as follows for highway construction and the making of an aerial survey for a proposed relocation of the Oregon Coast Highway in Curry County were opened and read aloud by the Secretary in conformity with previously published notices, at the conclusion of which it was announced that the awards of contracts would be made at 4:00 p.m. Pacific Standard Time, in the same room:

****

SIUSLAW HIGHWAY IN LANE COUNTY
LOW PASS SECTION

Natt McDougall Company, Portland	$ 753,510.00
Funderburk Construction Co., Sutherlin	767,096.50
Kuckenberg Construction Co., Portland	821,772.00
Fred H. Slate Co. Oreg. Ltd. and E. C. Hall Co., Portland	848,206.00
Lucich Company, Seattle, Washington	849,220.00
Roy L. Houck and Son, Salem	925,436.50
Parker-Schram Co., Portland	973,467.50
McNutt Bros., Eugene	987,740.50
Peter Kiewit Sons Company, Longview, Wash.	1,076,826.00

****

The Commission discussed with the Engineer the bids received for highway construction at the morning session, and at 4:00 p.m., Pacific Standard Time, Commissioner Reynolds publicly announced the Commission's decision with respect to each project as follows, the Commission's action in each instance having been by unanimous vote:

****

"Grading and paving on the Low Pass Section of the Siuslaw Highway, about two miles east of Blachly in Lane County: Nine bids were received for this work, the low one being that of Natt McDougall Company, Portland, in the sum of $735,510.00. The Commission has awarded the contract to the low bidder, Natt McDougall Company, at its bid price.

****

NATT McDOUGALL COMPANY - 2

Excerpts from Minutes
Oregon State Highway Commission
Advance Copy, Subject to Revision
Pages 73 - 84

Portland, Oregon
September 25, 1953

The meeting of the State Highway Commission reconvened in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Assistant State Highway Engineer
W. W. Stiffler, 2d Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Auditor
Floyd Query, Assistant Secretary

Mr. H. B. Glaisyer, Secretary, was excused because of illness.

****

The Engineer reported that Natt McDougall Company which holds Contract No. 3754 for construction of the Low Pass Section on the Siuslaw Highway in Lane County has stated that it will probably lose about $100,000 on this contract. He explained that the job is composed largely of a cut 200 feet deep across the top of a mountain ridge and that the material in the cut contains a larger percentage of rock than was anticipated. In line with the usual practice, he said, a number of borings were made in the cut area, but these borings did not indicate that the excavation would be as difficult as it has developed; however, he pointed out borings are made purely on prospect basis and no assurance is given that actual excavation will be as indicated by the boring samples. There is no clause in the contract, he added, by which the Commission can legally pay the company an additional amount. He requested and the Commission granted authority to write to the contractor and advise him that no additional compensation can be made for the extra work.

****

NATT McDOUGALL COMPANY - 3

Excerpts from Minutes
Oregon State Highway Commission
File Copy, Pages 1 - 21

Portland, Oregon
February 24, 1954

The State Highway Commission met in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, Deputy State Highway Engineer
W. W. Stiffler, Assistant State Highway Engineer
C. W. Enfield, Chief Counsel
Robert L. May, Jr., Assistant Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, Parks Superintendent
C. H. Maison, Auditor
H. B. Glaisyer, Secretary

Commissioner M. K. McIver was excused from attending this meeting.

****

The Chief Counsel submitted a report on a claim filed by Natt McDougall Company, Contractors, for extra compensation due to hard materials encountered in the performance of their contract for construction of the Low Pass Section of the Siuslaw Highway in Lane County, known as State Highway Contract No. 3754. The Contractors claimed that the unclassified material in the bid cut, totaling about 475,000 cubic yards, cost them about $225,000 more than they would receive on the unit price bid of $0.45 per cubic yard. They alleged that, from the information on hand at the time that bids were received, they thought the material could be removed with a shovel with little or no blasting, whereas it proved to be very hard rock and required heavy blasting. They asked to be reimbursed for a loss on the entire job of $175,000. The Chief Counsel advised that the claim, as alleged, does not come within the provisions of paragraph 8-11 of the contract; also, that it is his opinion that the Engineer does not have authority to prepare an estimate for this additional compensation to be paid to the contractor, nor does the State Highway Commission have the legal authority to pay this claim. As a result of the discussion, the Commission decided to deny the claim. The Chief Counsel indicated that, if the claim were denied, Natt McDougall Company probably will attempt to recover their loss by court action.

****

Mr. Baldock

FORM [illegible] 9-51 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 10, 1954

NOTED
State Highway Engineer

SUBJECT:

Natt McDougall Co.
vs.
State of Oregon
L-2109
Action at Law

To: Memorandum to the File

Mr. Hugh Biggs, one of the attorneys for the plaintiff in the above-entitled case, called me this date upon receipt of our motion to quash service and to dismiss the above-entitled case which is presently filed in the Circuit Court of the State of Oregon for Lane County.

Mr. Biggs indicated that they would prefer to have the case tried in Lane County but of course would respond to our motion thinking that possibly the motion was well taken if we insisted upon change of venue. Rather than argue the motion and have the service quashed, Mr. Biggs is willing to consent to having the case transferred to Marion County and I told him to prepare a form of stipulation and send the same to us for execution so as to effect the transferal of this case. Mr. Biggs is going to accomplish this immediately.

Mr. Biggs inquired as to whether or not a new circuit judge has been appointed in Marion County and indicated that there may be some difficulty in securing a judge in Marion County that would be satisfactory to the plaintiff. He advised that they would probably file a motion against Judge Duncan if he undertook the trial of the case which means that the case would probably be tried by whatever new judge is appointed inasmuch as Judge Felton handles principally probate and then equity matters that do not get into jury trials.

Mr. Biggs also advised that they would probably want a view of the property, this being one of the reasons why they were desirous of having the case tried in Lane County as well as wishing it tried before Lane County judges which they considered to be quite strong.

Mr. Biggs also asked as to whether or not we would be willing to have the case tried without a jury. I informed him that I had not had an opportunity of course to give this matter any consideration but that my first impressions were that we would be desirous of having the case tried before a jury rather than the court alone. I also told Mr. Biggs that the next jury term starts the first Monday in July and that it would be unlikely that this case could be set down for trial prior to the July term. He apparently is anxious to have the case brought to issue as soon as possible and is desirous of our filing an answer within the prescribed time upon transferal of the case to Marion County. It will of course be necessary for engineering features to be handled as quickly as possible so that our answer can be filed when this transferal has been accomplished.

C. [illegible]. [illegible]
Chief Counsel

C-E:el
cc - L. I. Linkins
A. Chekoff
F. A. Morgan
A. H. Baldock ✓
F. Cooper
J. C. Williams

FORM E-123 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

754

April 7, 1954

Hart, Spencer, McCulloch, Rockwood and Davies
Attorneys at Law
1410 Yeon Building
Portland 4, Oregon

Attention: Mr. Fletcher Rockwood

Re: Claim of Natt McDougall Company - Low Pass Section of the Siuslaw Highway, Lane County--Contract No. 3754

NOTED
State Highway Engineer

Gentlemen:

Subsequent to the conference held in my office, at which time you supplied me with copies of the draft of a proposed complaint to be filed in the Circuit Court of the State of Oregon for Lane County, and the computations of Natt McDougall Company with respect to their cost figures relative to the excavation of material from the "big cut", in construction of the Low Pass Section of the Siuslaw Highway, we have reviewed the allegations contained in the draft of the complaint and the cost computations of Natt McDougall Company upon which the allegations are based, in light of your request that the Highway Commission admit or stipulate to the correctness of the allegations contained in the complaint with respect to the quantities of material excavated and the cost thereof, or as such minor changes might be made thereto, if the State Highway Department's records indicated that there were minor discrepancies in your figures and allegations.

After carefully considering this request I do not believe that it would be in the interest of the State to admit or stipulate to the correctness of these figures, but rather if the proposed complaint is filed and the matter goes to trial that evidence should be introduced to support the allegations contained in the proposed draft of complaint. I realize that the necessity of introducing evidence on this matter will require some time, which might otherwise be eliminated by stipulation or admission by the State; however, considering the novel and unique nature of this action and its grave importance to the State, not only with respect to the outcome of this litigation, but also with respect to the precedent that it may establish, in my opinion I would be doing a disservice to the State if I complied with your request, even assuming that the pertinent allegations contained in the proposed draft of complaint and the computations of Natt McDougall Company were substantially correct.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
W. C. Williams
Forrest Cooper
Leonard Lindas

RECEIVED
FOR FILING

FORM E-30 25M 9-51 52315

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 30, 1954

SUBJECT:

To:
Mr. C. W. Enfield
Chief Counsel
OFFICE

NOTED
W. C. WILLIAMS

Referring to the matter of the claim of Natt McDougall against the State of Oregon in connection with the so-called Low Pass job in Lane County, I hand to you herewith copy of a report prepared by our Cost Analyst for your information.

I shall endeavor to get any information that you might wish in connection with this case.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js
Encl.
cc W. C. Williams

RECEIVED
DEC 28 1955
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22nd, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

query
please put this in
the safe "as is".
Release only
as directed

Dear Sir:

Reference is made to the Low Pass Section of the Siuslaw Highway in Lane County, Oregon. Attached to this letter is the original driller's log of the deep test hole driller at Station 48+45 Lt. 2 feet. Mr. C. W. Enfield, Chief Counsel, has requested that this log be kept in a safe place, as it will be important evidence in the pending Matt McDougall suit.

In view of the above, would you please keep this log in your safe until such time as it is needed by the Legal Department? It is recommended that it be released only to those persons designated by Mr. Enfield or Mr. Baldock.

A copy of this log has been made and will be kept in the Low Pass job file in my office. This file is available for inspection at all times.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

cc to: R. H. Baldock
C. W. Enfield
H. G. Smith

original of log given to Linden 12/27/55

also McDougal's original proposal
also " claim dated Aug. [illegible]

original of this
letter in general files

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 22nd, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

Reference is made to the Low Pass Section of the Siuslaw Highway in Lane County, Oregon. Attached to this letter is the original driller's log of the deep test hole driller at Station 48+45 Lt. 2 feet. Mr. C. W. Enfield, Chief Counsel, has requested that this log be kept in a safe place, as it will be important evidence in the pending Natt McDougall suit.

In view of the above, would you please keep this log in your safe until such time as it is needed by the Legal Department? It is recommended that it be released only to those persons designated by Mr. Enfield or Mr. Baldock.

A copy of this log has been made and will be kept in the Low Pass job file in my office. This file is available for inspection at all times.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

cc to: R. H. Baldock
C. W. Enfield
H. G. Smith

Drillers log with cc of above letter
placed in the safe on 3/22/54

FORM E-125 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 2, 1954

BF-188(3)

3754

Mr. Fletcher Rockwood
Attorney at Law
Yeon Building
Portland, Oregon

Re: Nat McDougall Company Claim
Low Pass Section, Siuslaw Highway
State Highway Contract No. 3754

Dear Mr. Rockwood:

Pursuant to your request, I enclose herewith three conformed copies of contract No. 3754 and three copies of State Highway Department plans, Low Pass Section - Siuslaw Highway, Project No. BF-188(3), consisting of seven numbered sheets and one unnumbered sheet each.

If we can be of any further service, please advise.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
H. B. Glaisyer

F-1 (3) Low Pass Sec. of the Siuslaw 1955
Hwy., about 2 miles east of
3754 Blachly. **Folder #3**

ECEIVED
JAN 2 1963
FOR FILING
3754

Comparison of Contract Quantities and Amounts with Final Estimate

Lolo Pass Project - Contract No. 3754

Item No.	Item	Unit	Unit Price	Contract		Final Estimate	
				Quantity	Amount	Quantity	Amount
1	Clearing & Grubbing	All.Sp.	90,000.00	100%	90,000.00	100%	90,000.00
2	Structural Exc., Un.	cu.yd.	5.00	1,880	9,400.00	1,987.12	9,935.60
3	Trench Exc., Uncl.	cu.yd.	2.50	210	525.00	409.63	1,024.08
4	General Exc., Uncl.	cu.yd.	0.45	769,638* 847,000	381,150.00	751,591.3	338,216.09
5	Short Overhaul	yd.sta.	0.015	2,736,000	41,040.00	2,740,774.89	41,111.62
6	Long Overhaul	C-y.st.	0.65	39,200	25,480.00	34,372.28	22,341.98
7	Finishing Road.& Sl.	Mile	1,500.00	2.54	3,810.00	2.54	3,810.00
8	Rounding Cutbanks	lin.ft.	0.25	5,700	1,425.00	7,795	1,948.75
9	18" Corr. Metal Pipe	lin.ft.	4.85	680	3,298.00	640	3,104.00
10	48" Corr. Metal Pipe	lin.ft.	18.50	70	1,295.00	48	888.00
11	18" Corr. Metal Pipe Extra Strength	lin.ft.	5.50	1,600	8,800.00	1,445	7,947.50
12	24" Corr. Metal Pipe Extra Strength	lin.ft.	8.90	670	5,963.00	656	5,838.40
13	48" Corr. Metal Pipe Extra Strength	lin.ft.	22.00	190	4,180.00	170	3,740.00
14	8" Perf. Metal Drain Pipe, Coated	lin.ft.	4.60	1,900	8,740.00	4,556	20,957.60
15	12" Concrete Pipe	lin.ft.	2.55	160	408.00	153	390.15
16	18" Concrete Pipe	lin.ft.	4.80	170	816.00	192	921.60
17	30" Concrete Pipe	lin.ft.	9.40	70	658.00	66	620.40
18	Salvaging Culvert Pipe	lin.ft.	2.25	120	270.00	7	15.75
19	3/8" - 0 Backfill in Drains	cu.yd.	5.00	540	2,700.00	862	4,310.00
20	Concrete Sight Posts	only	10.50	120	1,260.00	113	1,186.50
21	3" - 0 Material in Base	cu.yd.	3.40	18,300	62,220.00	16,628	56,535.20
22	3/4" - 0 Material in Base & Shoulders	cu.yd.	3.40	4,300	14,620.00	4,170	14,178.00
23	Sprinkling	M-gal.	3.00	500	1,500.00	537.8	1,613.40
24	Preparation of Base	Mile	300.00	2.54	762.00	2.54	762.00

* Figure in ink is net quantity

Item No.	Item	Unit	Unit Price	Contract Quantity	Contract Amount	Final Estimate Quantity	Final Estimate Amount
25	3/4" - 0 Material in Binder Course	cu.yd.	5.00	460	2,300.00	540	2,700.00
26	RC-3 Asphalt in Binder Course	ton	50.00	80	4,000.00	66.7	3,335.00
27	Class "B" Asphaltic Concrete	ton	7.50	9,400	70,500.00	8,524.27	63,932.03
28	RS-1 Emulsified Asphalt in Seal Coat	ton	60.00	40	2,400.00	- -	—
29	Aggregate in Seal Ct.	cu.yd.	6.00	240	1,440.00	- -	—
30	3/4"-½" Crushed Mat. in Stockpile	cu.yd.	3.40	300	1,020.00	296.9	1,009.46
31	½"-¼" Crushed Mat. in Stockpile	cu.yd.	3.40	300	1,020.00	274.8	934.32
32	¼" - #10 Crushed Mat. in Stockpile	cu.yd.	3.40	150	510.00	158.9	540.26

Total Cost of Bid Items 753 510.00	703,847.69
Extra Work	24,589.74
Total Amount of Contract	728,437.43

Comparison of Bids Received

[illegible] Project — Contract No. 375d

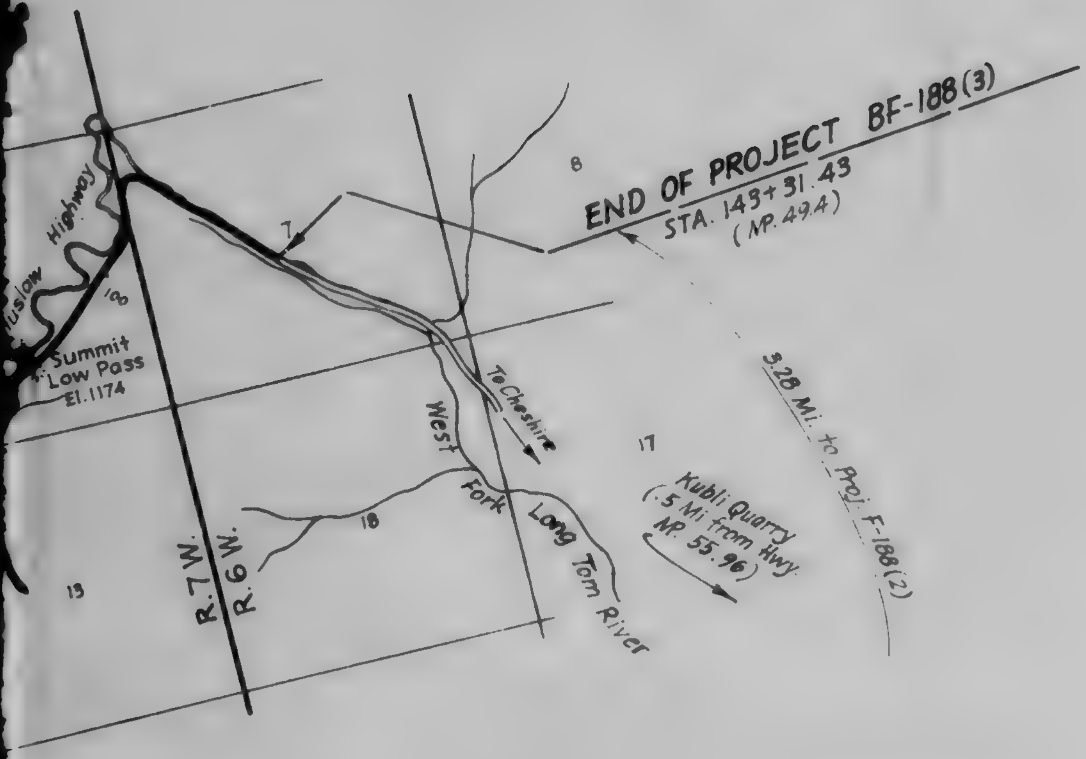
Bidder	Bid on General Excavation		Total Amount of Bid
	Price	Amount	
Peter Kiewit Sons Co	0.89	753,830.00	1,076,826.00
McNutt Bros	0.68	575,960.00	987,740.50
Parker-Schram Co	0.75	635,250.00	973,467.50
Roy L. Houck & Sons	0.725	614,075.00	925,436.50
Lucich Corp	0.67	567,490.00	849,220.00
Fred H. Slate Co., Oregon & E.C. Hall Co	0.60	508,200.00	848,206.00
Kuckenberg Construction Co	0.54	457,380.00	821,772.00
Fund[illegible] Construction Co	0.40	338,800.00	767,096.50
Natt McDougall Company	0.45	381,150.00	753,510.00
Engineers Estimate	0.50	423,500.00	741,151.50

LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

FED. ROAD Div. No	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No	TOTAL SHEETS
8	OREGON	BF-188(3)		1	See index

OF OREGON
VAY DEPARTMENT
OPOSED PROJECT

SS SECTION
V HIGHWAY
E COUNTY
ULY, 1952



ketch Map

2000 4000 Feet

STATE HIGHWAY ENGINEER

157
NOV. 8 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER Chairman
CHAS. H. REYNOLDS Commissioner
M. K. McIVER Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL

DISTRICT ENGINEER DATE

APPROVED

DIVISION ENGINEER DATE

EIVED
AN 2 1963
R FILING

INDEX OF SHEETS	
SHEET NO.	DESCRIPTIOI
	Title Sheet
2	Summary & Typical Section
3-7	Plan & Profile

Drg. No.s

2051 — Conc. Sight Posts

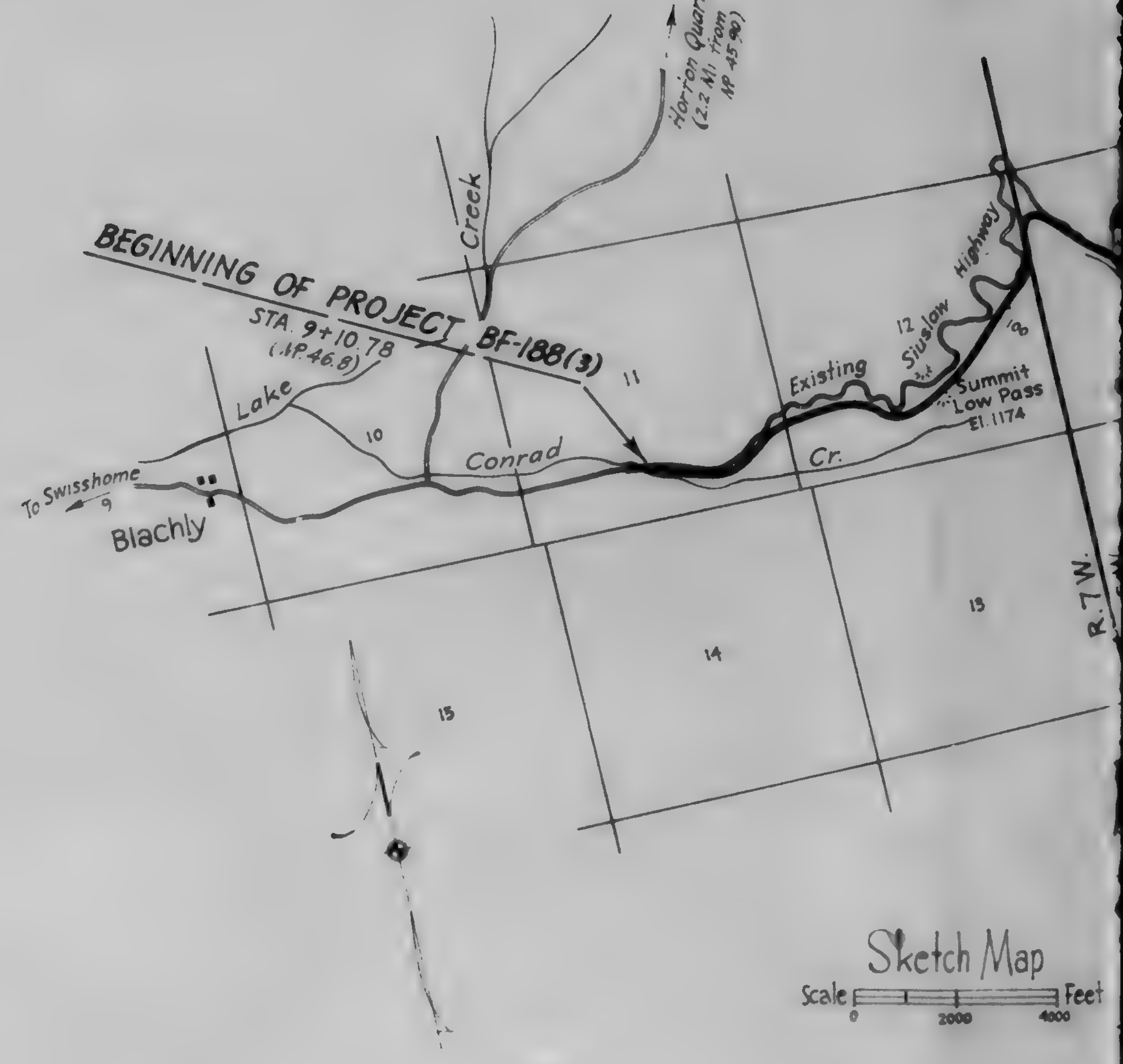
54

STATE OF OR
STATE HIGHWAY D
PLANS FOR PROPOSE

LOW PASS SEC
SIUSLAW HIGHW

LANE COUNTY

JULY, 1952



CONVENTIONAL SIGNS

State Line
County Line
City or Town Limits
Township Line
Section Line
Donation Land Claim Line
Fence Line
Guard Rail
Unfenced Property or Right of Way Line
Existing Roads
Trails
Base or Survey Line
Railroads
Retaining Wall
Culverts
Drop Inlet
Trolley Pole
Power Pole
Telephone or Telegraph Poles
Marsh
Irrigation Ditches
Bridges
Trees

LOW PASS SECTION SIUSLAW HIGHWAY LANE COUNTY				SHEET No. 2
FED. ROAD Div. No.	STATE,	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	BF-188(3)		See Index

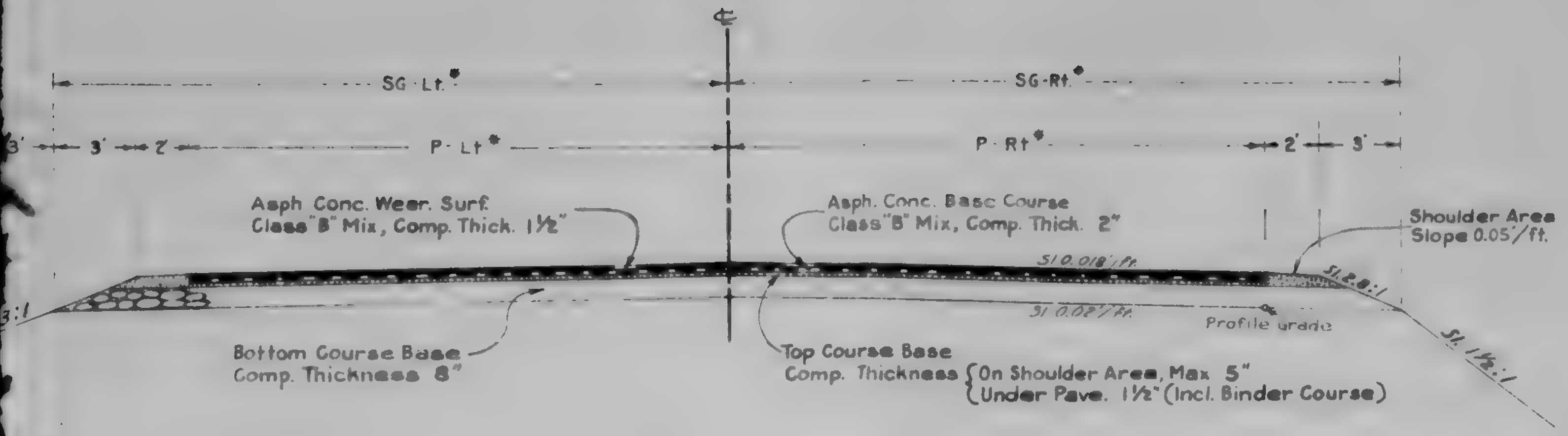


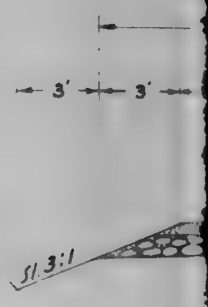
TABLE OF WIDTHS*

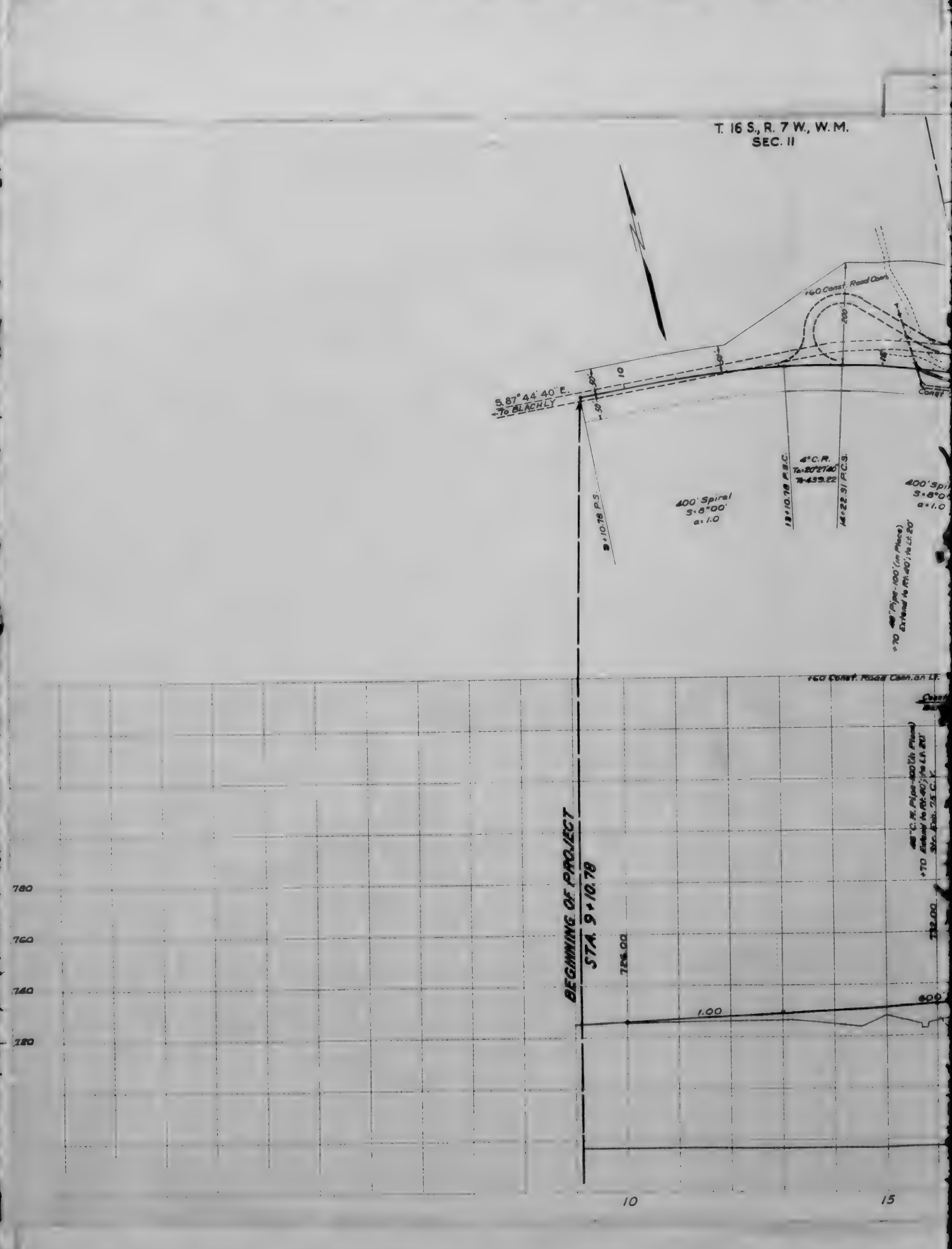
Station	To	Station	P - Pavement		SG - Subgrade	
			Left	Right	Left	Right
9+10.78	to	23 +00	10	10	15	15
23 +00	to	28 +00	10	10 - 20	15	15 - 25
28 +00	to	61 +00	10	20	15	25
61 +00	to	66 +00	10 - 20	20	15 - 25	25
66 +00	to	82 +00	20	20	25	25
82 +00	to	87 +00	20	20 - 10	25	25 - 15
87 +00	to	132 +50	20	10	25	15
132 +50	to	137 +50	20 - 10	10	25 - 15	15
137 +50	to	143 +31.43	10	10	15	15

SUMMARY

Length of Project 2.542 Miles

ITEM	UNIT	NET QUANTITY	ALLOW-ANCE	TOTAL	SEGREGATION OF QUANTITIES		
					2 LANE Sta 9+10.78 To Sta 28+00 Sta 132+50 To Sta 143+31.43	3 LANE Sta 28+00 To Sta 66+00 Sta 82+00 To Sta 132+50	4 LANE Sta 66+00 To Sta 82+00
Clearing & Grubbing	All	All		All	All	All	All
Structural Excavation, Unclassified	Cu. Yd.	1,714	166	1,880	170	1,630	80
Trench Excavation, Unclassified	" "	196	14	210	20	180	10
General Excavation, Unclassified	" "	769,638	77,362	847,000	1,840	268,400	576,760
Short Overhaul	Yd. Sta.	2,487,618	248,382	2,736,000	77,500	2,658,500	
Long Overhaul	'C' Yd. Sta.	35,613	3,587	39,200	6,150	33,050	
Finishing Roadbed & Slopes	Mile	2.54		2.54	0.56	1.68	0.30
Rounding Cutbanks	Lin. Ft.	5,155	545	5,700		4,200	1,500
18-inch Corr. Metal Pipe	" "	618	62	680		680	
48-inch " " "	" "	60	10	70	70		
18-inch Extra Strength, Corr. Metal Pipe	" "	1,450	150	1,600		1,600	
24-inch " " " " "	" "	608	62	670		480	190
48-inch " " " " "	" "	170	20	190		190	
8-inch Perf. Metal Drain Pipe Coated	" "	1,770	130	1,900		1,900	
12-inch Concrete Pipe	" "	147	13	160		160	
18-inch " "	" "	153	17	170	110	60	
30-inch " "	" "	60	10	70	70		
Salvaging Culvert Pipe	" "	114	6	120	40	80	
3/8"-0 Backfill in Drains	Cu. Yd.	490	50	540		540	
Concrete Sight Posts	One	100	20	120		110	10
3"-0 Material in Base	Cu. Yd.	16,606	1,694	18,300	3,240	12,440	2,620
3/4"-0 Material in Base and Shoulders	" "	3,877	423	4,300	780	2,910	610
Sprinkling	M-Gal	450	50	500	90	340	70
Preparation of Base	Mile	2.54		2.54	0.56	1.68	0.30
3/4"-0 Material in Binder Course	Cu. Yd.	415	45	460	70	320	70
RC-3 Asphalt in Binder Course	Ton	68	12	80	15	50	15
Class "B" Asphaltic Concrete	"	8,556	844	9,400	1,480	6,420	1,500
RS-1 Emulsified Asphalt in Seal Coat	"	36	4	40	5	25	10
Aggregate in Seal Coat	Cu Yd.	217	23	240	40	150	50

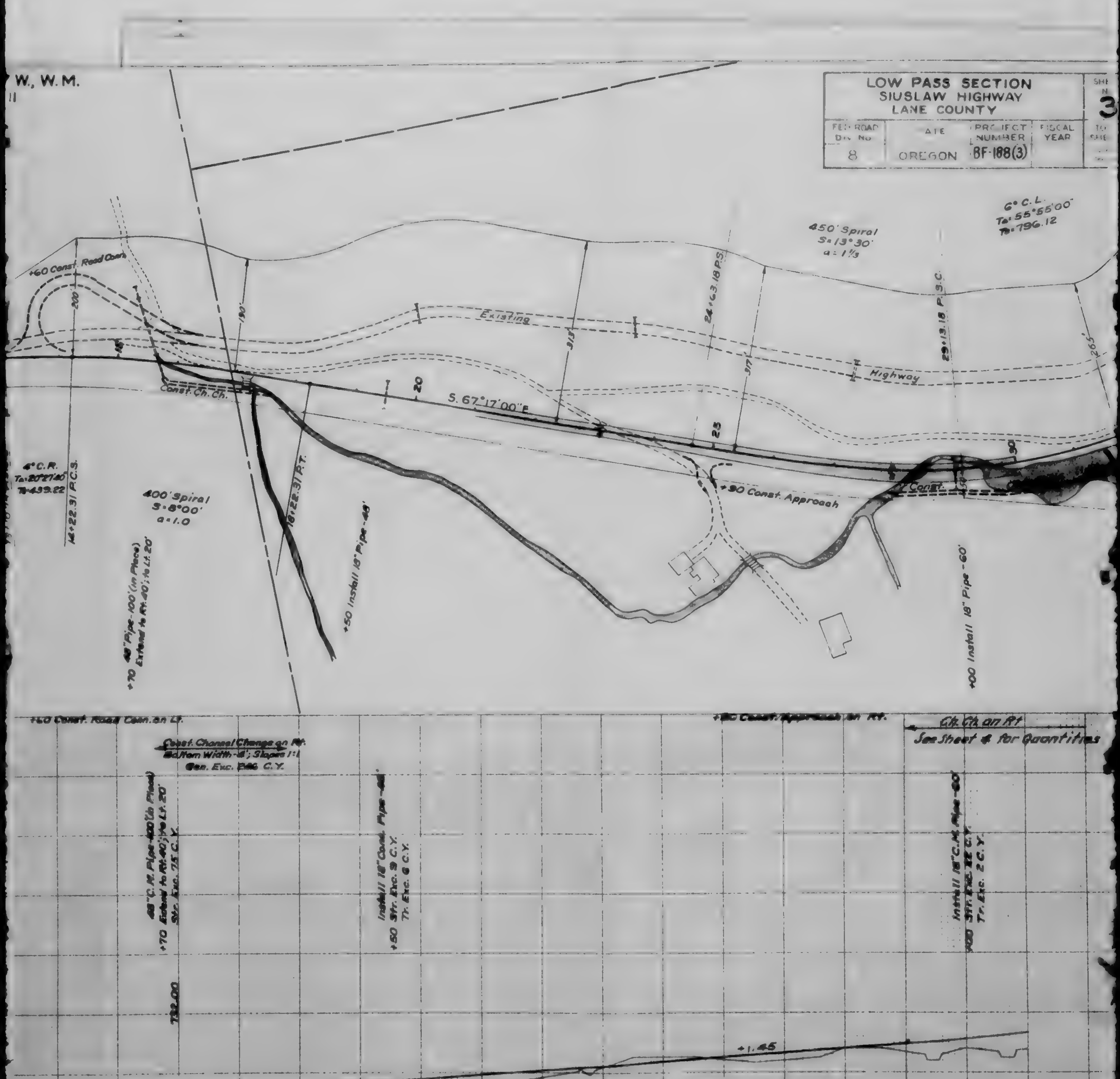



T. 16 S., R. 7 W., W. M.
SEC. 11
S.87° 44' 40" E.
To BLACHLY
50'
50'
10
50'
200
+60 Const. Road Conn.
Const
9+10.78 P.S.
400' Spiral
S=8°00'
a=1.0
13+10.78 P.S.C.
4°C.R.
T=20°27'40"
T=433.22
14+22.31 P.C.S.
400' Spi
S=8°0
a=1.0
+70 48" Pipe-100' (in Place)
Extend to Rt. 40'; to Lt. 20'
+60 Const. Road Conn. on Lt.
48" C.R. Pipe-100' (in Place)
+70 Extend to Rt. 40'; to Lt. 20'
Str. Exc. 75 C.Y.
BEGINNING OF PROJECT
STA. 9+10.78
726.00
732.00
1.00
600
780
760
740
720
10
15

LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

FED ROAD DIV NO	ATE	PROJECT NUMBER	FISCAL YEAR
8	OREGON	BF-188(3)	

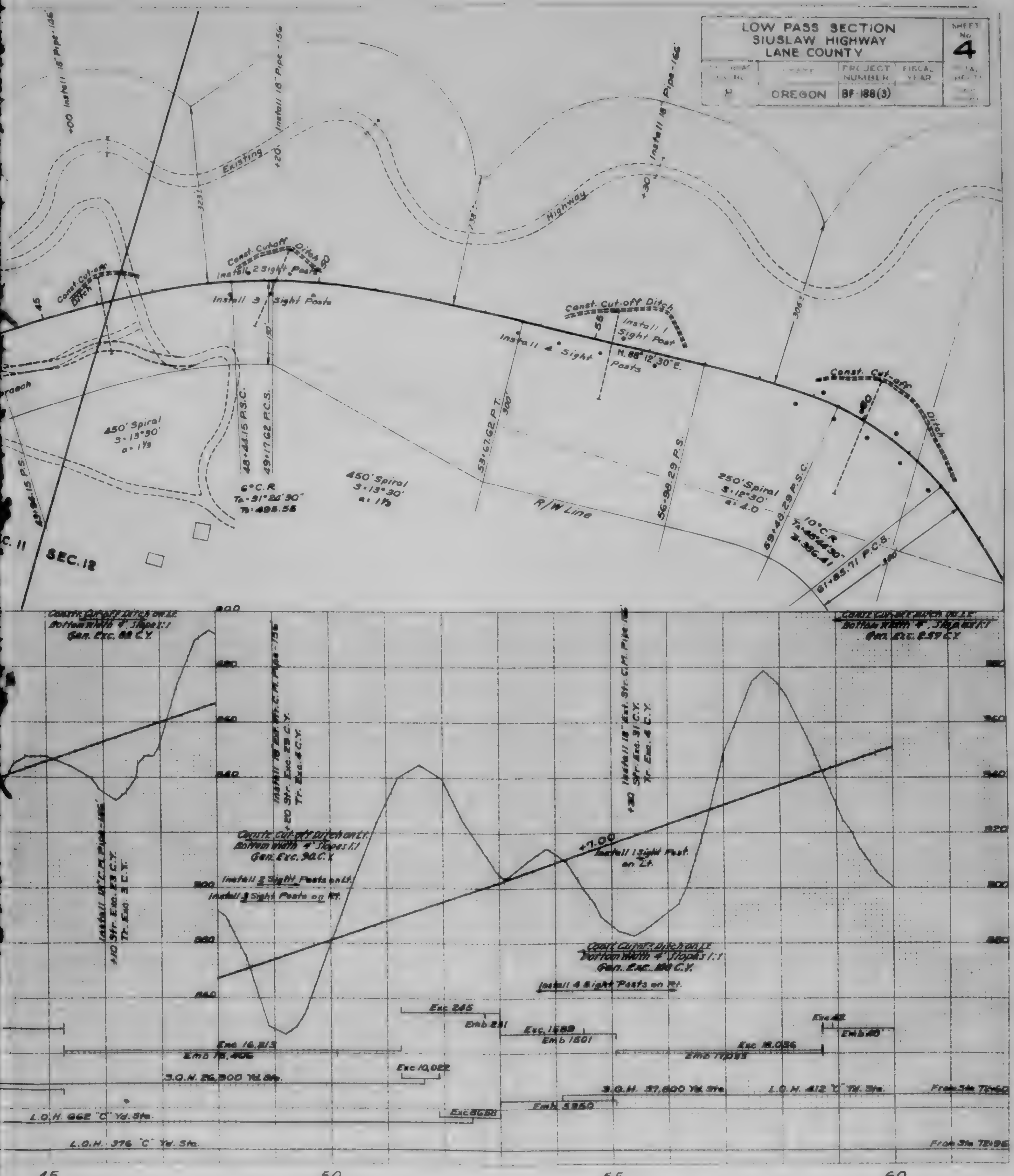
3

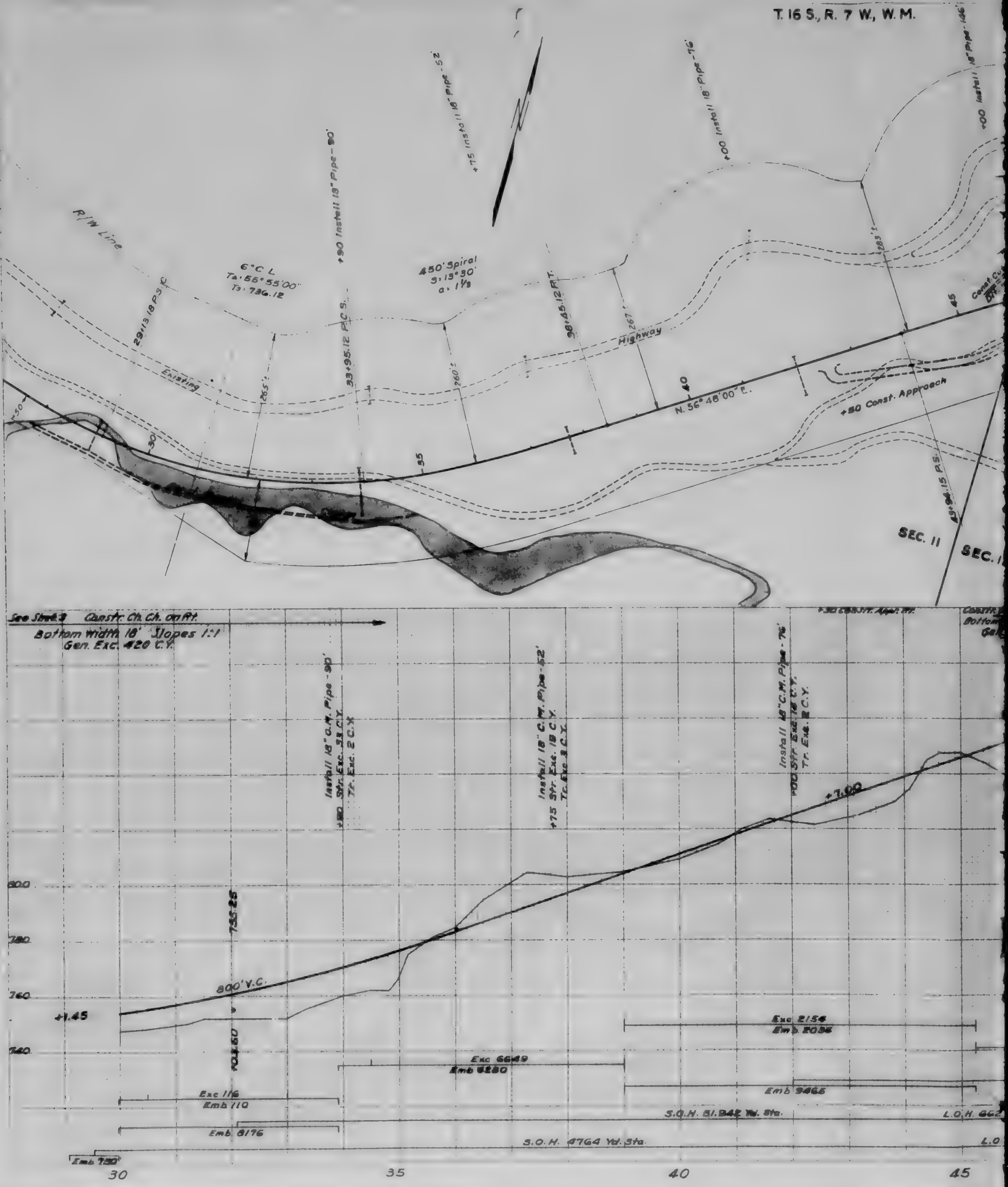


LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

SHEET No. 4

OREGON
PROJECT NUMBER BF-188(3)



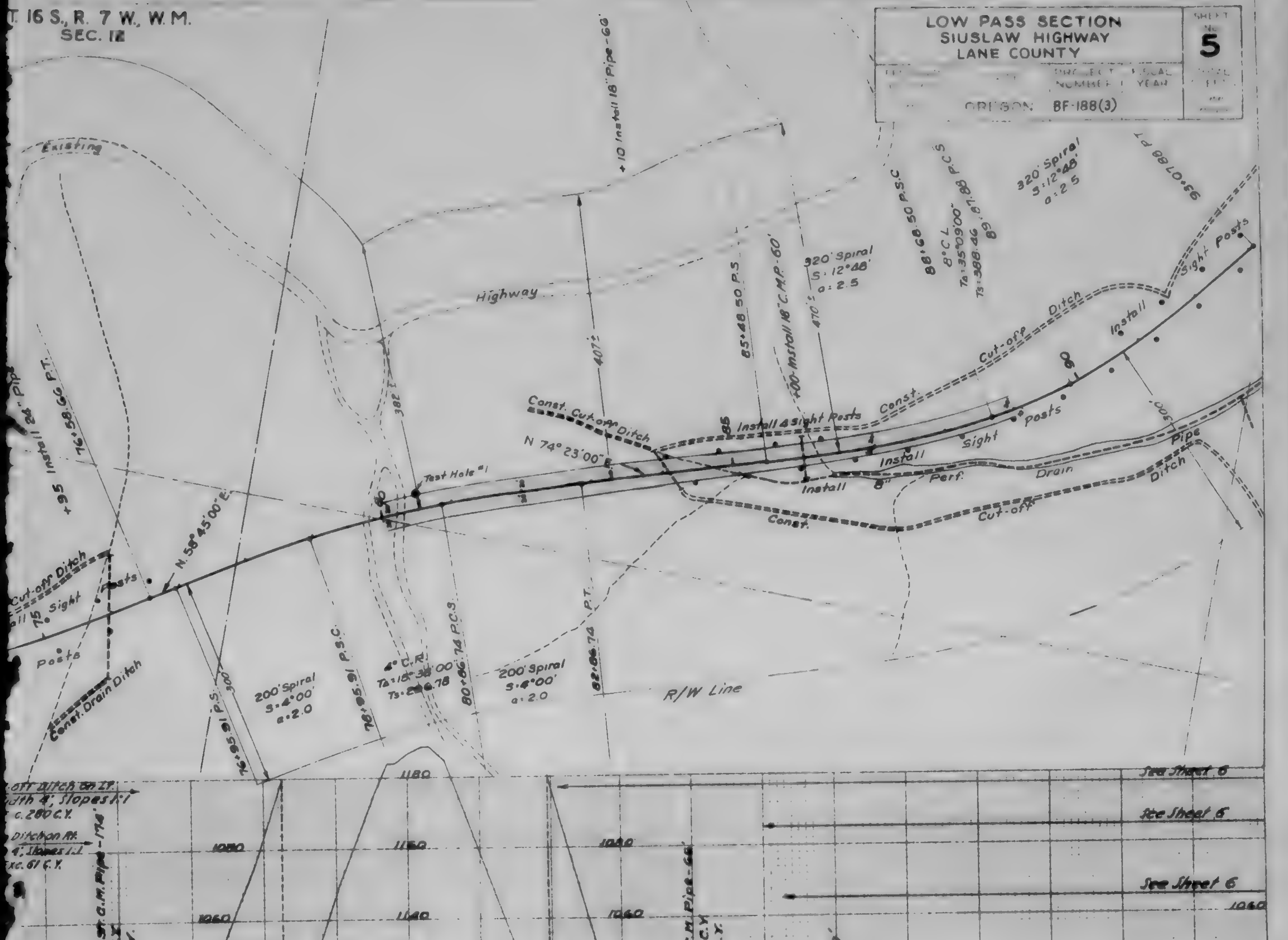

T. 16 S., R. 7 W., W.M.
R/W Line
6° C L
Δ: 55°55'00"
T: 736.12
450' Spiral
θ: 13°30'
a: 1⅓
+90 Install 18" Pipe - 90'
+75 Install 18" Pipe - 52'
+00 Install 18" Pipe - 76'
+00 Install 18" Pipe - 146'
29+13.18 P.S.C.
33+95.12 P.C.S.
38+45.12 P.T.
43+94.15 P.S.
265'±
260'±
267'±
283'±
Existing
Highway
N. 56°48'00" E.
+50 Const. Approach
30
35
40
45
SEC. 11
SEC. 1
See Sheet 3 Constr. Ch. Ch. on Rt.
Bottom Width 18' Slopes 1:1
Gen. Exc. 420 C.Y.
+50 Constr. Appr. Rt.
Install 18" C.M. Pipe - 90'
+50 Str. Exc. 33 C.Y.
Tr. Exc. 2 C.Y.
Install 18" C.M. Pipe - 52'
+75 Str. Exc. 18 C.Y.
Tr. Exc. 3 C.Y.
Install 18" C.M. Pipe - 76'
+00 Str. Exc. 18 C.Y.
Tr. Exc. 2 C.Y.
+7.00
800' V.C.
+1.45
735.25
P.I. 32+60
800
780
760
740
Exc 116
Emb 110
Emb. 8176
Emb 750
Exc 6649
Emb 6280
Exc 2154
Emb 2036
Emb 9465
S.O.H. 51,942 Yd. Sta.
S.O.H. 4764 Yd. Sta.
L.O.H. 662
30
35
40
45

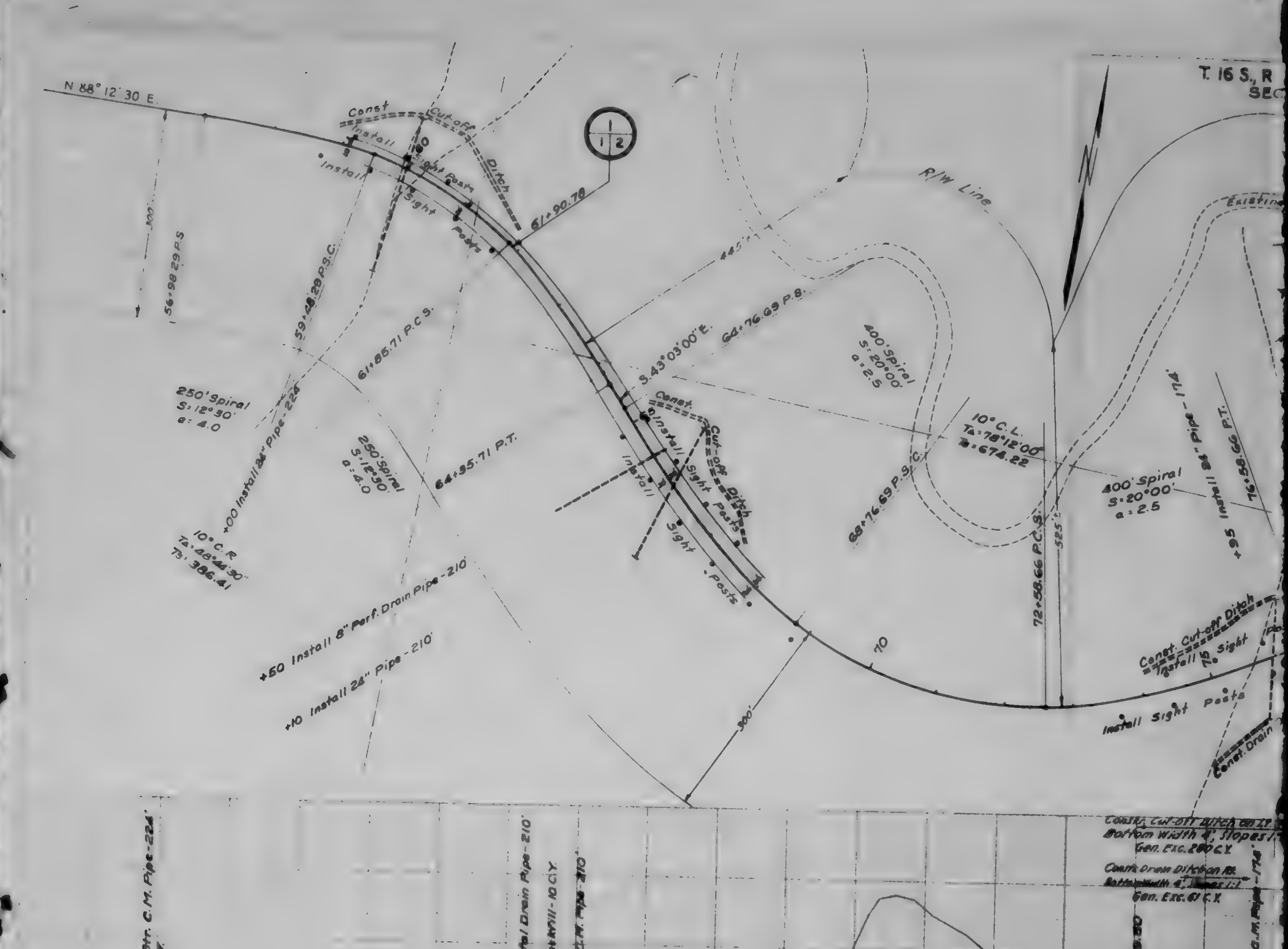
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

SHEET No. 5

PROJECT NUMBER | FISCAL YEAR

OREGON BF-188(3)

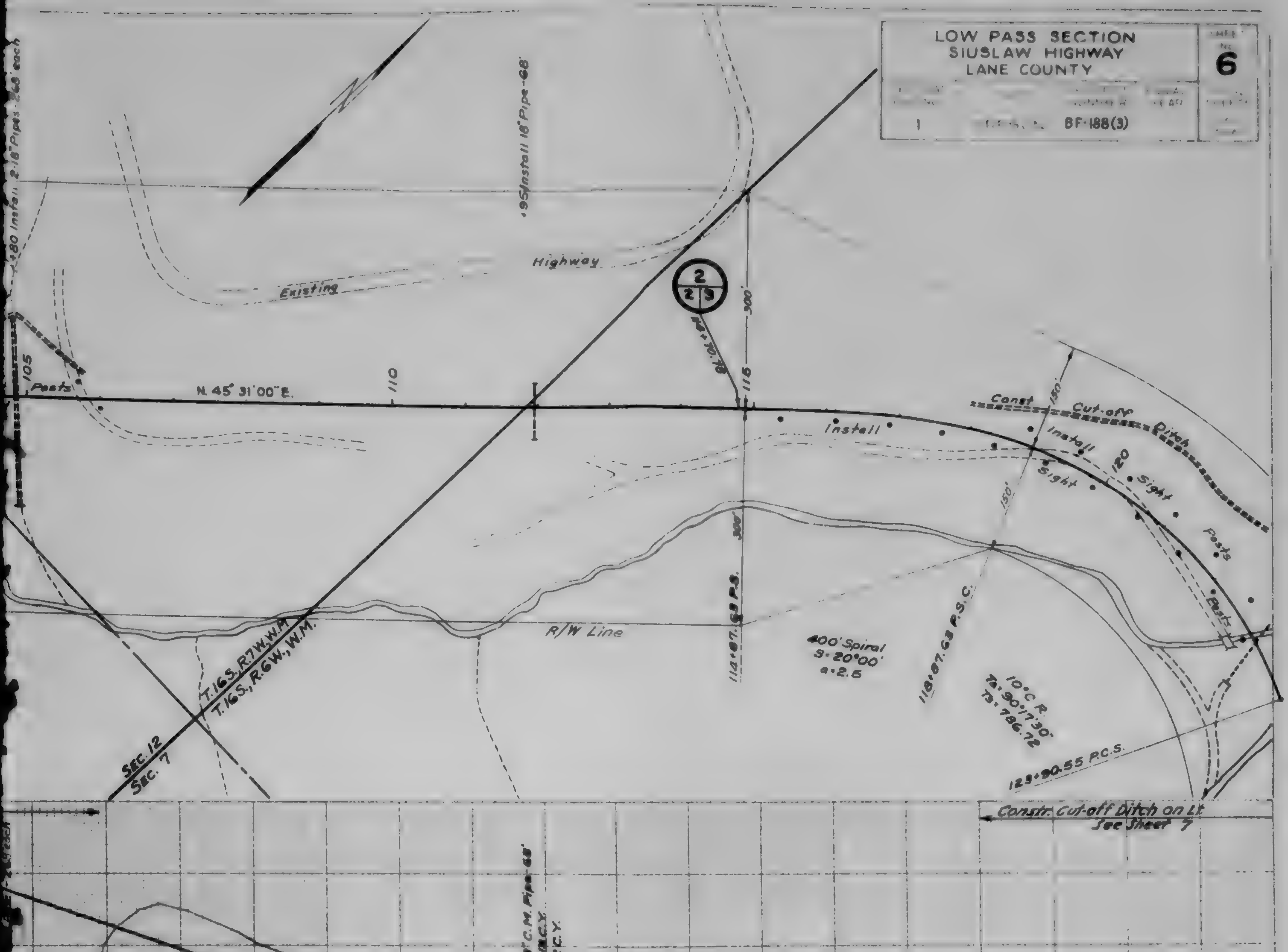


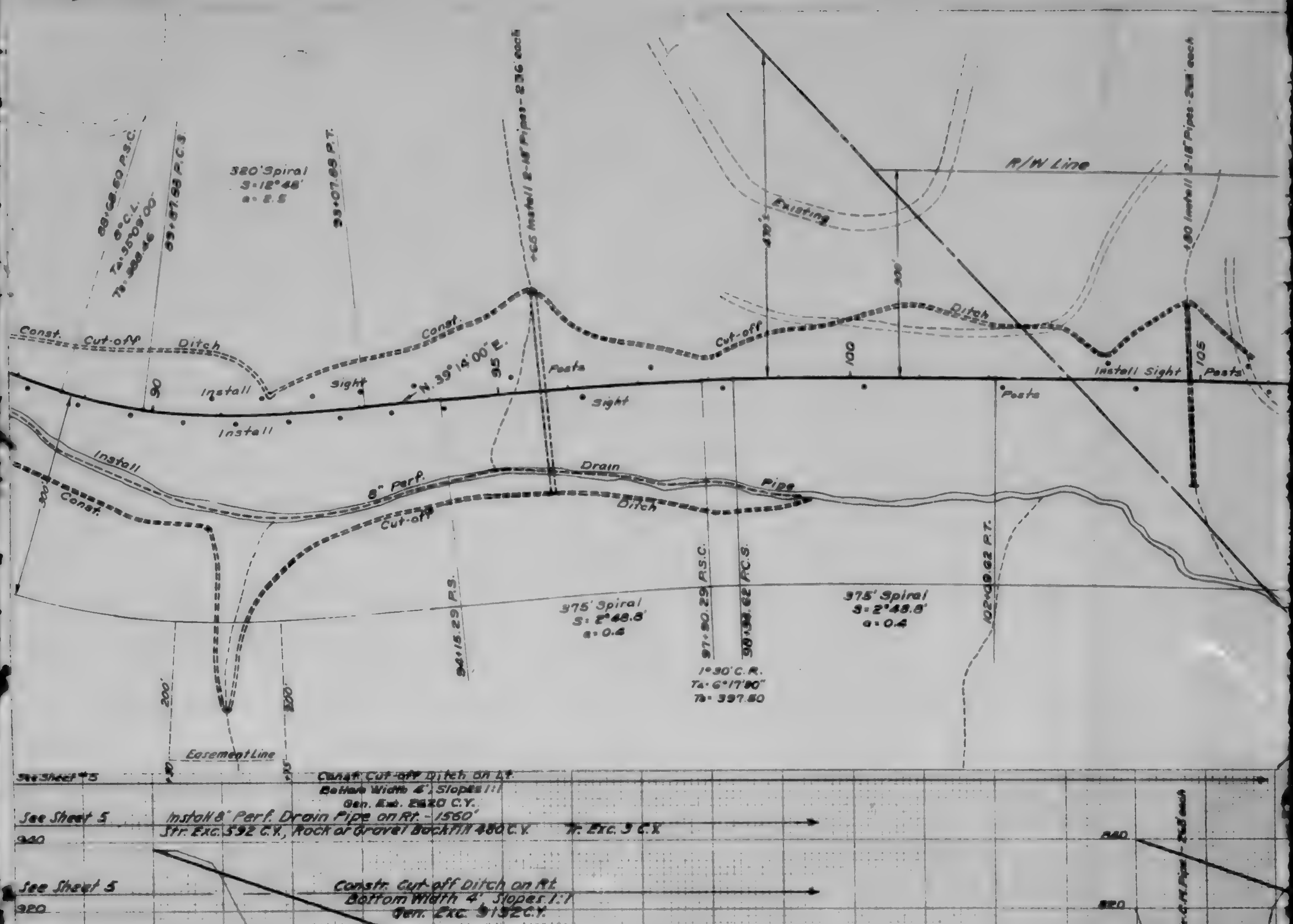

T. 16 S., R
SEC
N 88° 12' 30 E.
Const Cut-off Ditch
Install Sight Posts
Install Sight Posts
1 2
61+90.78
300'
56+98.29 P.S.
59+48.29 P.S.C.
61+85.71 P.C.S.
250' Spiral
S: 12°30'
a: 4.0
250' Spiral
S: 12°30'
a: 4.0
64+35.71 P.T.
+00 Install 24" Pipe - 224'
10° C.R
Ta: 48°44'30"
Ts: 386.41
+50 Install 8" Perf. Drain Pipe - 210'
+10 Install 24" Pipe - 210'
S.43°03'00"E.
445'
64+76.69 P.S.
400' Spiral
S: 20°00'
a: 2.5
R/W Line
Const. Cut-off Ditch
Install Sight Posts
Install Sight Posts
10° C.L.
Ta: 78°12'00"
Ts: 674.22
68+76.69 P.S.C.
72+58.66 P.C.S.
525'
400' Spiral
S: 20°00'
a: 2.5
+95 Install 24" Pipe - 174'
76+58.66 P.T.
Existin
70
300'
Const. Cut-off Ditch
Install 75 Sight Posts
Install Sight Posts
Const. Drain
1040
1020
1000
980
960
940
+00 Install 24" Ext. Str. C.M. Pipe - 224'
Str. Ext. 55 C.Y.
Tr. Exc. 5 C.Y.
+50 Install 8" Perf. Metal Drain Pipe - 210'
Str. Exc. 45 C.Y.
Rock or Gravel Backfill - 10 C.Y.
Tr. Exc. 8 C.Y.
+10 Install 24" Ext. Str. C.M. Pipe - 210'
Str. Exc. 45 C.Y.
Tr. Exc. 3 C.Y.
Install 5 Sight Posts on Rt.
Install 3 Sight Posts on Lt.
Constr. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 284 C.Y.
Install 4 Sight Posts on Lt.
Install 6 Sight Posts on Rt.
+700
1600' V.C.
Constr. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 280 C.Y.
Constr. Drain Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 61 C.Y.
1049.80
Install 24" Ext. Str. C.M. Pipe - 174'
Str. Exc. 78 C.Y.
Install 8 Sight Posts
Install 4 Sight Posts on Rt
To Sta 27+00
Emb 14,899
S.O.H. 34,656 Yd. Sta.
L.O.H. 180 "C" Yd. Sta.
Emb 34,817
Exc 36,336
Emb 5909
S.O.H. 2000 Yd. Sta.
Exc 12
Emb 11
Exc 15,775
Exc 6256
Exc 24
Emb 23
Exc 6300
Emb 34,680
Exc 36
To Sta 54+10
To Sta 18+00
Exc 81
Emb 76
Exc 39,382
Emb 37,193
Exc 798
To Sta 29+52
60
65
70
75

LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

6

1 BF-188(3)

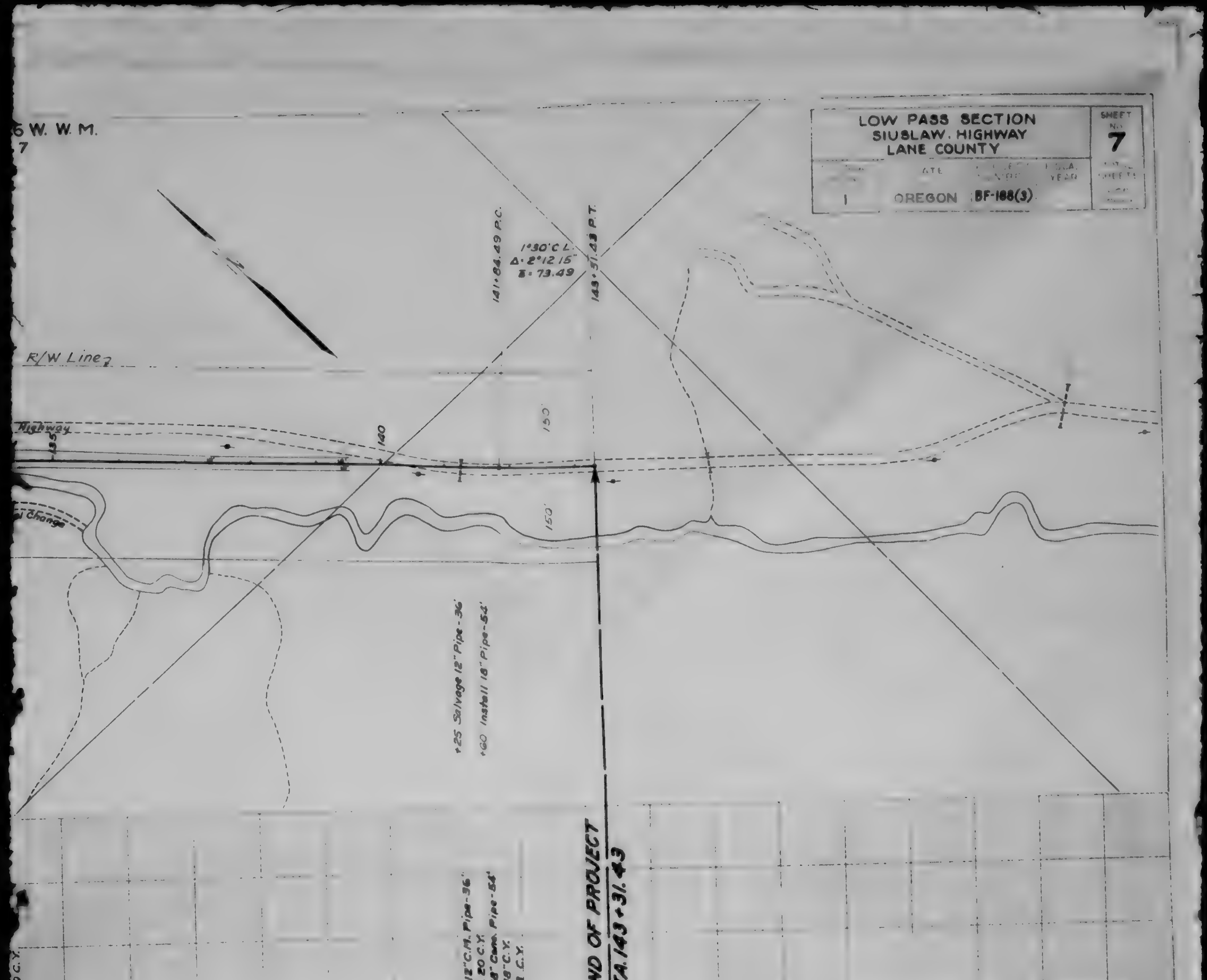


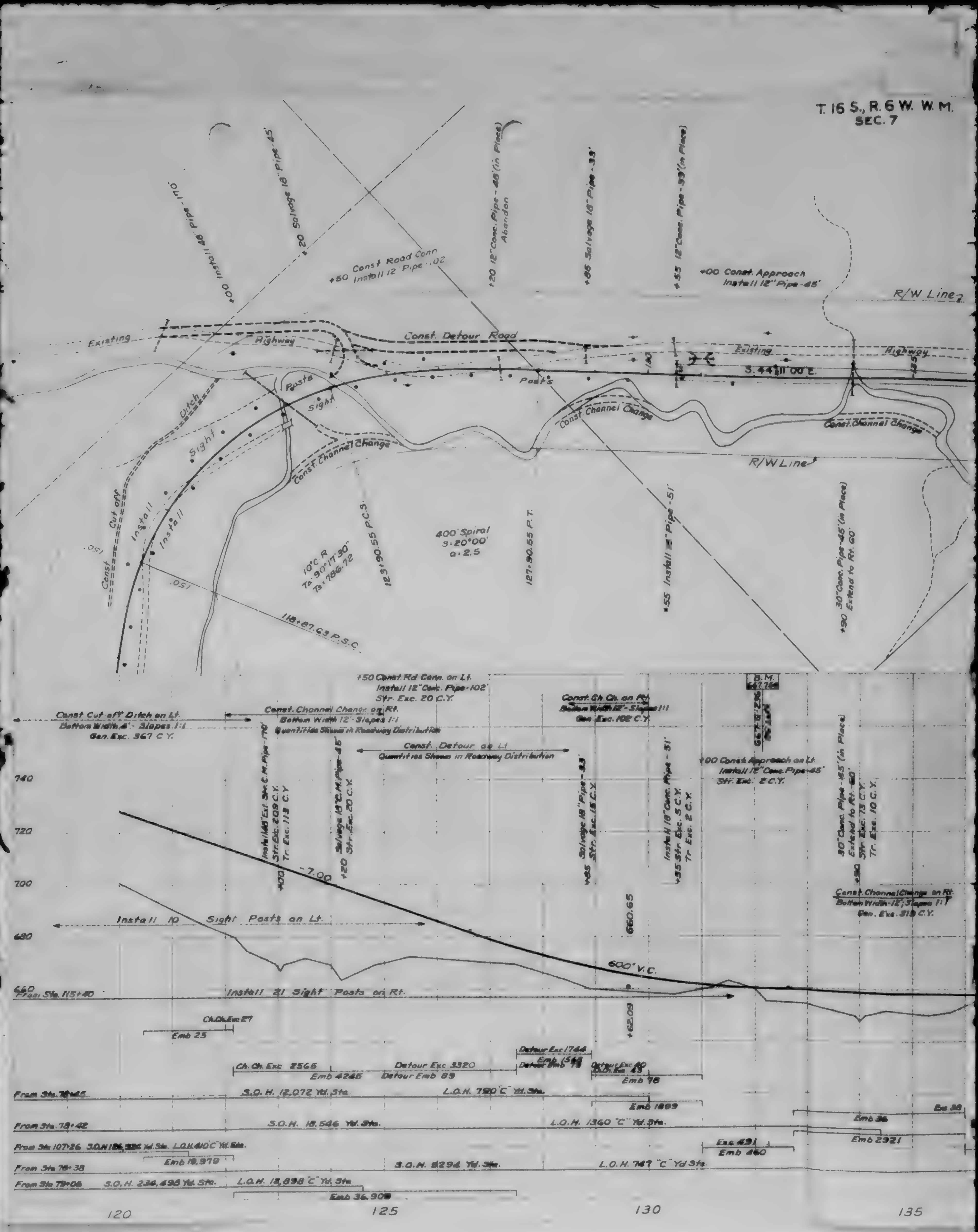

88+68.60 P.S.C.
6°C.L.
Ta: 35°09'00"
Tb: 386.46
89+87.88 P.C.S.
320' Spiral
S: 12°48'
a: 2.5
93+07.88 P.T.
+65 Install 2-18" Pipes - 236' each
R/W Line
Existing
470'
330'
100
105
Ditch
Const. Cut-off Ditch
Const. Cut-off
Install Sight Posts
N. 39°14'00" E.
90
95
Install
Sight
Posts
Install
Install 8" Perf. Drain Pipe
Const. Cut-off Ditch
+80 Install 2-18" Pipes - 248' each
Install Sight Posts
300'
94+15.29 P.S.
375' Spiral
S: 2°48.8'
a: 0.4
97+90.29 P.S.C.
98+38.62 P.C.S.
1°30' C.R.
Ta: 6°17'30"
Tb: 397.50
375' Spiral
S: 2°48.8'
a: 0.4
102+09.62 P.T.
200'
200'
Easement Line
See Sheet #5
Const. Cut-off Ditch on Lt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 2620 C.Y.
See Sheet 5
Install 8" Perf. Drain Pipe on Rt. - 1560'
Str. Exc. 592 C.Y., Rock or Gravel Backfill 480 C.Y.
Tr. Exc. 3 C.Y.
See Sheet 5
Constr. Cut-off Ditch on Rt.
Bottom Width 4', Slopes 1:1
Gen. Exc. 3132 C.Y.
940
920
900
880
860
840
820
-7.00
Install 2-18" Ext. Str. C.M. Pipe - 236' each
+65 Str. Exc. 263 C.Y.
Tr. Exc. 5 C.Y.
From Sta. 84+45
Install 20 Sight Posts on Rt.
Install 7 Sight Posts on Lt.
840
820
800
Install 2-18" Ext. Str. C.M. Pipe - 248' each
+80 Str. Exc. 14 C.Y.
Tr. Exc. 10 C.Y.
840
Install 2 Sight Posts on
820
800
From Sta. 81+80
Emb 94,158
Exc 7118
Emb 6722
From Sta. 80+28
S.O.H. 1,596,636 Yd. Sta.
L.D.H. 16,340 "C" Yd. Sta.
Emb 261,313
Exc 14,076
Emb 13,294
90
95
100
105

LOW PASS SECTION
SIUSLAW. HIGHWAY
LANE COUNTY

SHEET No. 7

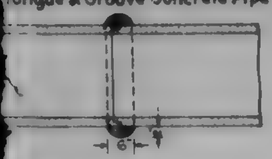
1 OREGON BF-188(3)

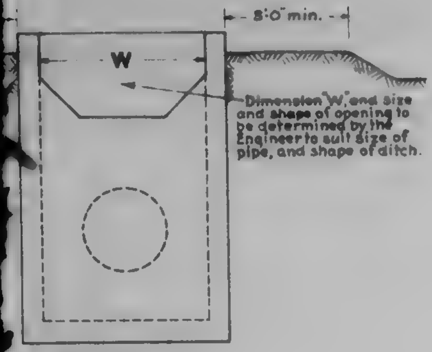



T. 16 S., R. 6 W. W. M.
SEC. 7
+00 Install 48" Pipe-170
+20 Salvage 18" Pipe-45'
+50 Const. Road Conn.
Install 12" Pipe-102
+20 12" Conc. Pipe-48 (in Place) Abandon
+86 Salvage 18" Pipe-33'
+55 12" Conc. Pipe-33' (in Place)
+00 Const. Approach
Install 12" Pipe-45'
R/W Line
Existing
Highway
Const. Detour Road
Existing
Highway
S. 44°11' 00" E.
Posts
Posts
Sight
Ditch
Sight
Const. Channel Change
Const. Channel Change
Const. Channel Change
R/W Line
Const. Cut-off
Install
Install
150'
150'
10° C.R.
Δ= 90°17'30"
Ts= 786.72
123+90.55 P.C.S.
400' Spiral
S= 20°00'
a= 2.5
127+90.55 P.T.
+55 Install 18" Pipe-51'
+90 30" Conc. Pipe-45' (in Place) Extend to Rt. 60'
118+87.63 P.S.C.
+50 Const. Rd Conn. on Lt.
Install 12" Conc. Pipe-102'
Str. Exc. 20 C.Y.
Const. Cut-off Ditch on Lt.
Bottom Width 4' - Slopes 1:1
Gen. Exc. 367 C.Y.
Const. Channel Change on Rt.
Bottom Width 12' - Slopes 1:1
Quantities Shown in Roadway Distribution
Const. Ch. Ch. on Rt.
Bottom Width 12' - Slopes 1:1
Gen. Exc. 102 C.Y.
B.M.
667.754
Const. Detour on Lt.
Quantities Shown in Roadway Distribution
+00 Const. Approach on Lt.
Install 12" Conc. Pipe-45'
Str. Exc. 2 C.Y.
+00 Install 48" Ext. Str. C.M. Pipe-170'
Str. Exc. 209 C.Y.
Tr. Exc. 113 C.Y.
+20 Salvage 18" C.M. Pipe-45
Str. Exc. 20 C.Y.
+85 Salvage 18" Pipe-33
Str. Exc. 15 C.Y.
+35 Install 18" Conc. Pipe-51'
Str. Exc. 5 C.Y.
Tr. Exc. 2 C.Y.
+90 30" Conc. Pipe-45' (in Place)
Extend to Rt. 60'
Str. Exc. 73 C.Y.
Tr. Exc. 10 C.Y.
740
720
700
680
660
-7.00
660.65
600' V.C.
+62.09
Install 10 Sight Posts on Lt.
Const. Channel Change on Rt.
Bottom Width-12'; Slopes 1:1
Gen. Exc. 319 C.Y.
From Sta. 115+40
Install 21 Sight Posts on Rt.
Ch. Ch. Exc 27
Emb 25
Ch. Ch. Exc 2565
Emb 4245
Detour Exc 3320
Detour Emb 89
Detour Exc 1744
Emb 1548
Detour Emb 73
Detour Exc 40
D.D. Exc. 43
Emb 78
From Sta. 78+45
S.O.H. 12,072 Yd. Sta.
L.O.H. 790 "C" Yd. Sta.
Emb 1899
Exc 38
From Sta. 78+42
S.O.H. 18,546 Yd. Sta.
L.O.H. 1360 "C" Yd. Sta.
Emb 36
Emb 2921
From Sta 107+26 S.O.H. 186,926 Yd. Sta. L.O.H. 410 "C" Yd. Sta.
Emb 18,979
Exc 491
Emb 460
From Sta 78+38
S.O.H. 8294 Yd. Sta.
L.O.H. 747 "C" Yd Sta.
From Sta 79+06
S.O.H. 234,498 Yd. Sta.
L.O.H. 12,898 "C" Yd. Sta.
Emb 36,909
120
125
130
135

ted metal pipe is used, the seams and
nts shall be close riveted and soldered;
shall be made watertight by placing
ated burlap under the coupling bands.
ete pipe is used, joints shall be made
by mortar collars constructed as
detail below.

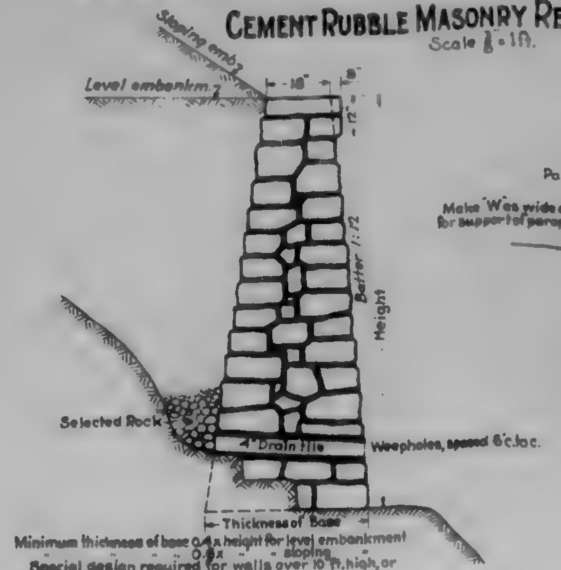
of CEMENT MORTAR COLLAR
ongue & Groove Concrete Pipe



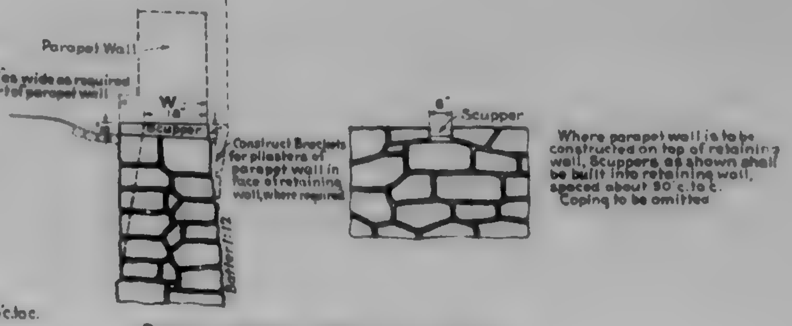

5'-0" min.
W
Dimension "W", and size and shape of opening to be determined by the Engineer to suit size of pipe, and shape of ditch.

END VIEW

CEMENT RUBBLE MASONRY RETAINING WALL
Scale ⅛" = 1 ft.



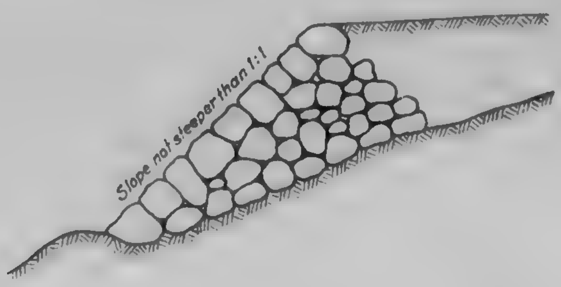
Minimum thickness of base 0.4 x height for level embankment
" " " " 0.6 x " " sloping "
Special design required for walls over 10 ft. high, or for unusual foundation conditions.


Parapet Wall
Make "W" as wide as required for support of parapet wall
W
18"
Scupper
Construct Brackets for pilasters of parapet wall in face of retaining wall, where required
Batter 1:12
6"
Scupper

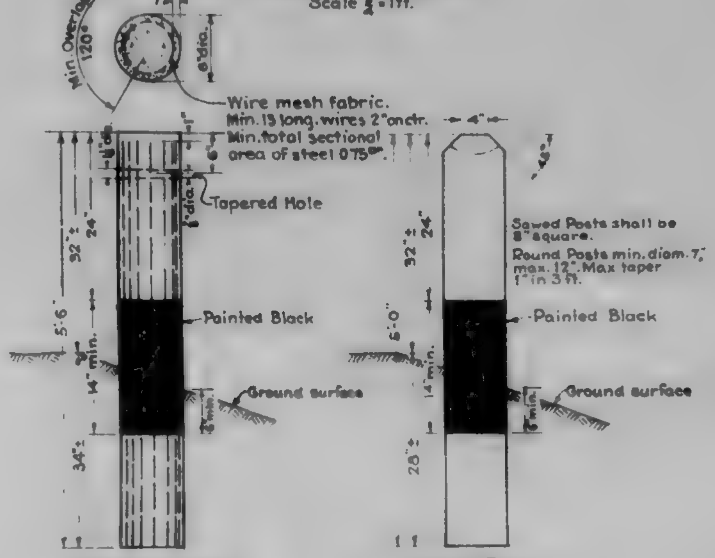
Where parapet wall is to be constructed on top of retaining wall, Scuppers as shown shall be built into retaining wall, spaced about 30' c. to c. Coping to be omitted

DETAIL of TOP of RETAINING WALL
On which Parapet Wall is to be constructed

HAND PLACED ROCK SLOPE
No Scale



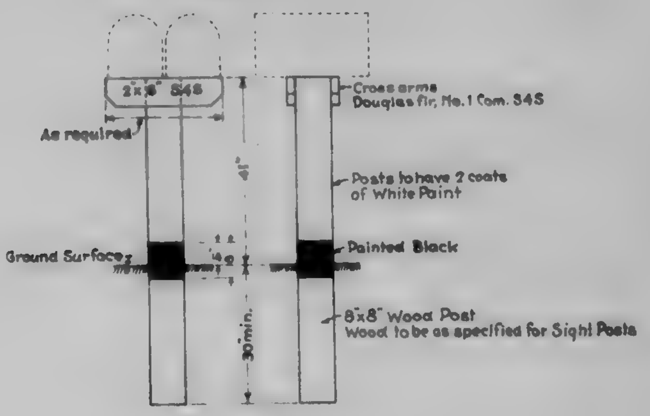
SIGHT POSTS
Scale ½" = 1 ft.



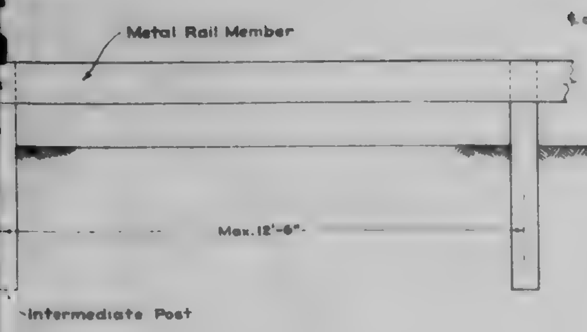
CONCRETE POST
Adopted Sept. 1949.

WOOD POST

MAIL BOX POST
Scale ½" = 1 ft.

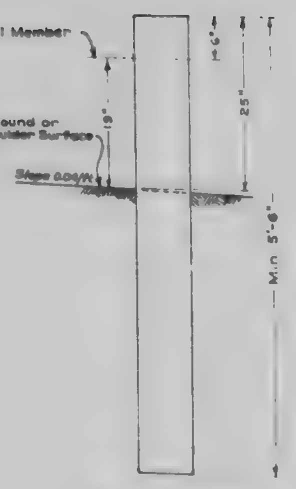

2"x8" S4S
As required
41"
Cross arms Douglas fir, No. 1 Com. S4S
Posts to have 2 coats of White Paint
Ground Surface
4"
Painted Black
30" min.
8"x8" Wood Post
Wood to be as specified for Sight Posts

GUARD RAIL
o Scale



road Rail; Optional.

ied.
s Specified.
Specifications.



POST INSTALLATION

OREGON STATE HIGHWAY DEPARTMENT

Details of

MISCELLANEOUS STRUCTURES
FOR INTERURBAN PROJECTS

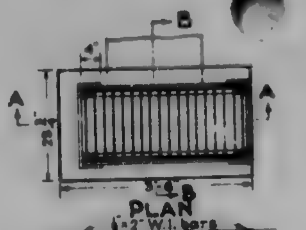
Scales: As Shown Aug., 1940

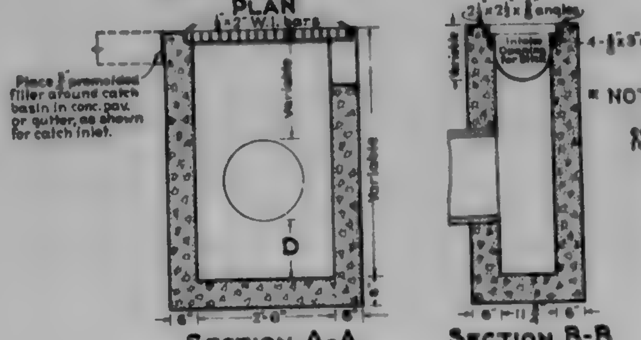
Revised: Oct. 1940.
" Sept. 1949.

DRG. NO. 2051

CONCRETE CATCH BASIN
Scale [illegible]" = 1 ft.

NOTE:
Catch Basin shown is for location in ditch.
* Grating: [illegible] x 2" W.I. bars, 2" c. to c., riveted to [illegible] x 2" W.I. side bars through [illegible] holes.
Overall dimensions of Grating [illegible] x 36"
Inside " " Frame 16" x 36[illegible]
For catch basins in streets, or not requiring [illegible]
D = 6" for catch basin connected to culvert
D = 12" " C.B. connected to sewer, on paved street.
D = 24" " " " " " unpaved "
or partly paved street, or other unpaved area.
(D = 24" on all streets in City of Portland)



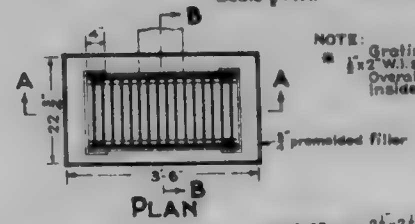

W.I. bars
Piece [illegible] premolded filler around catch basin in conc. pav. or gutter, as shown for catch inlet.
Variable
D
6"
2'-6"
6"
SECTION A-A
(2[illegible] x 2[illegible] x [illegible] angles)
Intake
4 - [illegible] x 3" anchor bolts
6"
11[illegible]"
6"
SECTION B-B

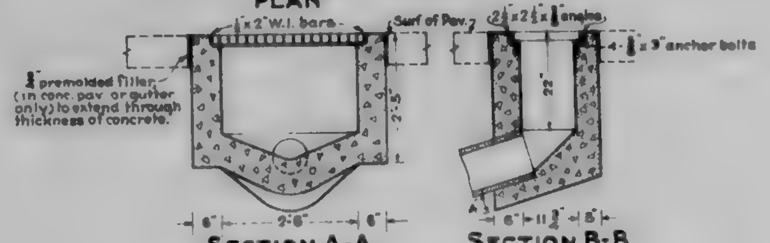
* NOTE:
[illegible] fillet welds, on each side of each cross bar, may be substituted for riveting to side bars.

NOTE.
All Concrete to be Class "A"

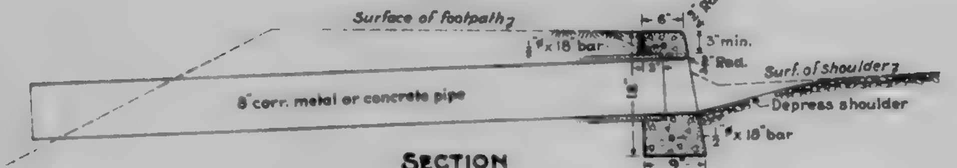
CONCRETE CATCH INLET
Scale [illegible]" = 1 ft.

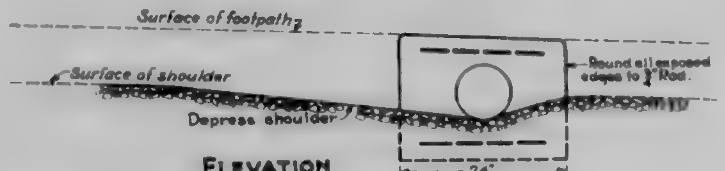
NOTE:
* Grating: [illegible] x 2" W.I. bars, 2" c. to c., riveted to [illegible] x 2" W.I. side bars through [illegible] holes.
Overall dimensions of Grating [illegible] x 32"
Inside " " Frame 16" x 32[illegible]"




[illegible] x 2" W.I. bars
Surf of Pav.
(2[illegible] x 2[illegible] x [illegible] angles)
4 - [illegible] x 3" anchor bolts
[illegible]" premolded filler (in conc. pav. or gutter only) to extend through thickness of concrete.
2'-5
22"
6"
2'-6"
6"
SECTION A-A
6"
11[illegible]"
6"
SECTION B-B

SHOULDER DRAIN HEADWALL
Scale [illegible]" = 1 ft.





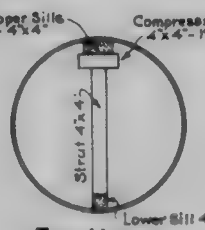
DESIGN for CORRUGATED METAL PIPE STRUTTING
For Pipes 42" or over in Diam.
No Scale

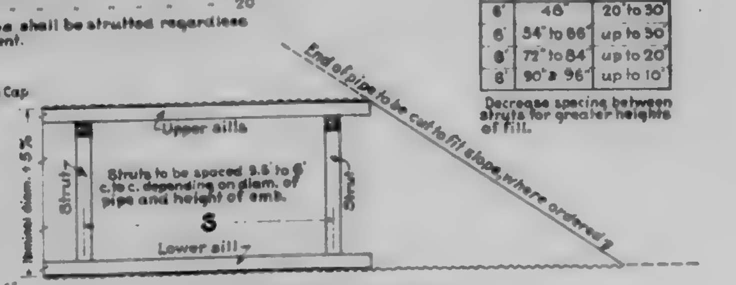
NOTE:
42" pipe shall be strutted if emb. over pipe is more than 30'
48" " " " " " " " " " 20'
54" pipe and larger sizes shall be strutted regardless of height of embankment.

STRUT SPACING

S	Dia. of Pipe	Ht. of Fill
6'	48"	20' to 30'
6'	54" to 66"	up to 30'
8'	72" to 84"	up to 20'
8'	90" & 96"	up to 10'

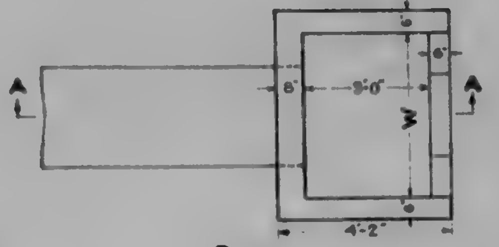
Decrease spacing between struts for greater heights of fill.

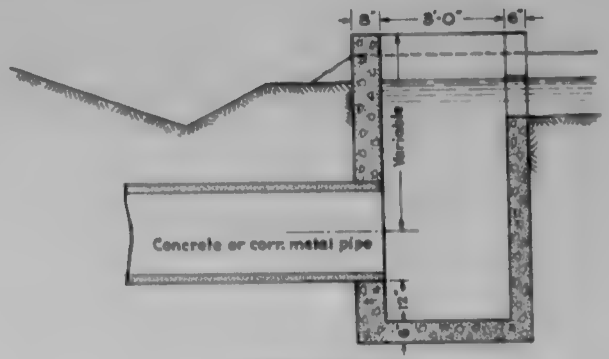



Upper sills
Nominal diam. + 5%
Strut
Strut
Struts to be spaced 3.5' to 8' c. to c. depending on diam. of pipe and height of emb.
S
Lower sill
End of pipe to be cut to fit slope, where ordered
LONGITUDINAL SECTION

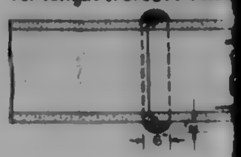
SIPHON
Scale [illegible]" = 1 ft.

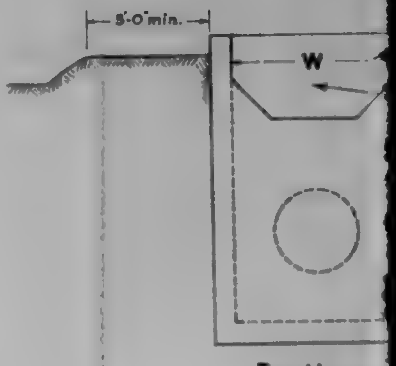
NOTE:
If corrugated metal pipe is used,
factory joints shall be close riveted
field joints shall be made watert
asphalt treated burlap under the
If concrete pipe is used, joints
watertight by mortar collars con
shown on detail below.



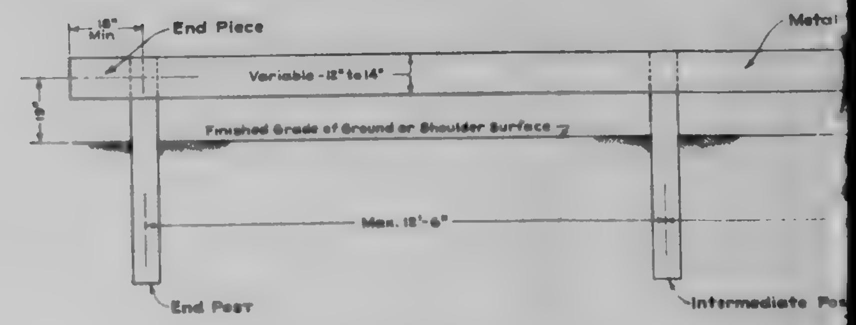


DETAIL of CEMENT MOR
For Tongue & Groove Conc





METAL GUARD RAIL
No Scale



NOTE:
Posts to be of Reinforced Concrete, Steel Beam or Railroad Rail; Optional.
Rail Members to be Steel Beams or Plates, Optional.
Metal Posts to be Provided with Bearing Plates as Specified.
Metal Posts, Rail Members and Fittings to be Painted as Specified.
For Details of Materials and Erection see Standard Specifications.

RECEIVED
JAN 2 1963
FOR FILING

3754

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
	Barron Creek-Torrent Creek		
Berke Bros.	1:1 Slopes Granite and sandstone	11/1/34	0% Shrinkage
	North Unit, Torrent Creek-Wall Creek		
Berke Bros.	1:1 Slopes Sandstone and shale	10/9/35	5-15% Swell
	Ashland-Neil Creek		
Harold Blake	1:1 Slopes Sandstone	10/9/35	0-5% Swell
	Wall Creek-Siskiyou		
McNutt Bros.	1:1 Slopes Sandstone, shales and granite	7/23/36	10% Swell
	Bear Canyon		
Harold Blake	Some ½:1 Slopes Igneous rock	1/7/38	15-25% Swell
	North Unit, Bear Canyon-State Line		
Harold Blake	All cuts 1:1	11/17/38	5% Swell
	South Unit, Bear Canyon-State Line		
Harold Blake	Weathered igneous rock	12/19/38	8-12% Swell
	North Unit, Siskiyou-Bear Canyon		
Roy L. Houck	All slopes 1:1 Igneous rock	8/31/39	3-5% Swell
	South Unit, Siskiyou-Bear Canyon		
Roy L. Houck	Practically all Slopes 1:1 Igneous rock	8/31/39	3-5% Swell
	Bunker Hill-Delmar		
Porter W. Yett	All slopes 1:1 Sandstone	5/25/51	15-20% Shrinkage
	Delmar-Coaledo		
Del R. Beebe Construction Company	All cuts 1:1. Green Acres cut required considerable shooting. Sandstone	9/3/48	10% Shrinkage

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
	Clatskanie-Delena		
Kuckenberg Construction Company	1:1 slopes. Basalt and shale	7/1/53	12% Shrinkage
	Sheridan-Deer Creek		
J. C. Compton Co.	1:1 Slopes. Shale	12/20/51	
	Rice Hill-Turkey Hill		
Jacobsen-Jensen	Cuts staked 1:1 in basaltic rock	11/7/35	12-15% Shrinkage
	Turkey Hill-Chenoweth Park		
Jacobsen-Jensen	1:1 Slopes. Shale	4/14/37	0% Shrinkage
	South Unit, Canyonville-Johns		
Bureau of Public Roads Kuckenberg Construction Co.	Graystone with cuts at least 1:1 with top rounding back to 1½:1. Cuts in vicinity of Sta. 340 1:1 or flatter with 13% swell. Cuts near Sta. 372 benched with lower slopes 1½:1 and upper 1:1 or flatter. Sta. 390 1:1 in very hard material.	9/25/46	20% Swell in rocky material
	Johns-Glendale Junction		
R. A. Heintz Construction Co.	Rock cut at M.P. 242 has 1:1 slopes. Cut at M.P. 243.9 has 1:1 slopes.	9/24/46	5-10% Shrinkage
	Glendale Junction-Wolf Creek		
McNutt Bros.	Cut at Sta. 492-520 at Summit of Stage Road Pass has 1:1 slopes in shale that required shooting.	9/24/46	15-20% Swell
	North Unit, Canyonville-Johns		
Bureau of Public Roads Halvorsen Construction Company	1:1 Slopes Graystone	1947	10% Swell on portions and 20% swell on other portions

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
	Chrome Plant-Cedar Point		
E. L. Gates Company	Slopes 1:1. Sandstone	7/14/50	10% Shrinkage
	Cedar Point-Coquille		
Coos Bay Dredging Co.	Slopes 1:1. Sandstone	2/23/51	15-20% Shrinkage
	Winchester Bay-Clear Lake		
E. L. Gates Company	All cuts 1:1 including sandstone.	3/13/52	17% Swell
	Brush Creek-Rinehart Creek		
E. C. Hall Company & Fred H. Slate	1:1 Slopes. Shale	1/22/53	10% Shrinkage
	Brush Creek-Frankport		
Peter Kiewit Sons' Co.	Slopes 1:1. Shale	5/18/53	10% Shrinkage
	Rocky Point-Brush Creek		
Peter Kiewit Sons' Co.	Cut at Humbug Park, Sta. 312, 1½:1. Rocky Point cut 1:1. Sandstone and shale	9/19/53	10-12% Shrinkage
	Frankport-Greggs Creek Section		
Slate and Hall	1:1 Slopes. Shale	1/21/54	10% Shrinkage
	Circle Bridge-Summit		
Leonard & Slate	1:1 Slopes. Basalt and Shale	2/4/47	15% Swell
	Cannon Beach-Arcadia		
Grimstad & Vanderveldt and Heavy Hauling Co.	1:1 Slopes. Shale	8-20/51	12-15% Shrinkage
	Rainier-Goble		
Leonard & Slate	1:1 Slopes. Basalt	4/26/48	0-20% Swell
	Big Creek		
J. N. Conley	1:1 Slopes. Shale	8/2/51	10% Shrinkage

Contractor	Slopes and Kind of Material	Date of Award	Shrinkage or Swell
	Chenoweth Park-Oakland Junction		
McNutt Bros.	1:1 Slopes. Cut at Sta. 1565 blocky sandstone.	3/14/52	5% Shrinkage allowed throughout job.
	Rock Point-Blackwell Hill		
Central Heating Co. and F. L. Somers	Rocky cut opposite Gold Hill has 1:1 slopes.	8/11/52	10% Shrinkage
	Deady-Winchester		
White Bros.	Cut at Sta. 2049 staked at 1½:3/4 slopes. Large slide occurred soon after opening the road, indicating that slopes were too steep. Cut at Sta. 2055 has 1:1 slopes. Sta. 2085-2096 1:1 slopes with 8% swell.	2/20/53	General shrinkage even over entire job.
	Elkhead Road-Rice Hill		
R. A. Heintz Construction Co.	1:1 Slopes Dirt and Shale	3/3/53	10% Shrinkage
	Shady-Booth Ranch		
D & H Construction Co. and M. H. Hassler Company	All 1:1 slopes except two cuts. Rock, shale and dirt. Summit cut 1:1 to ½:1. Solid rock cut ½:1.	4/9/54	0% Swell

RECEIVED
JAN 2 1963
FOR FILING
3754

With reference to the character of the materials, advise that the material in the big cut was unclassified excavation and was understood, therefore, to include all types of excavation, including solid rock. There was, therefore, nothing in our plans which was intended to indicate the character of the material except as follows: "The cleanest, soundest and hardest materials of suitable size and quality obtained from roadbed excavations and other excavations, throughout the project, shall be reserved in required quantities and used in the upper portion of the roadbed embankments and in backfilling work throughout the length of the project."

On the Coast, where the material is composed of sedimentary sandstone and shales, and due to the fact that some of the materials disintegrate quite rapidly when exposed to air, it has long been the custom to use 1:1 slopes in excavations where rock would be encountered and, in certain other cases, to use 1½:1, and, in shallow cuts, 2:1 or flatter. Many times in rock materials the material slakes down so that it will fill the voids in the compacted embankments. In other cases the rock will break in large fragments and will not decompose, so there is considerable voidage, and, therefore, the material instead of shrinking will swell.

Our plans and specifications are carefully worked up to place the full responsibility for determining the character of material and the method of excavation directly upon the contractor, and no representation or guarantee is made as to the classification of the material. In former days we endeavored to classify the material, but the contractors bid all classifications at the same rate. Grading contractors become especially skilled in judging the character of material to be found in excavation and wish to assume the risks inherent thereto. The entire practice of grading construction is based upon the assumption of such risks by the contractors, who are essentially gamblers and obtain many of their jobs by outguessing the other contractors in the manner of estimating the character of materials, the cost of the work and particularly by developing better methods of handling the materials. Many contractors never consult with any of the engineers in bidding a job.

The specifications of 1:1 slope and the determination of the shrinkage and swell are not considered a representation as to the classification of the material to be encountered. Sedimentary rocks have such variable characteristics with respect to shrinkage or swell that it is impossible to accurately forecast it. Likewise, in general, sedimentary rocks weather so badly that it is rather foolish to stake on a slope less than 1:1. Actually the anticipated shrinkage factor in this job was quite near the final result.

The mere fact that the rock encountered was perhaps more difficult to excavate than anticipated is a hazard of the contracting business.

RECEIVED
JAN 2 1963
FOR FILING

3754

LOW PASS

COMPARISON OF EXCAVATION QUANTITIES ½:1 AGAINST 1:1 AS CONSTRUCTED

Station 76+80 to 85+55

Excavation as Constructed	470,503.6 Cu. Yd.
Excavation on a ½:1 Slope Through Entire Cut	305,271.3 " "
Difference	165,232.3 Cu. Yd.

COMPARISON OF EMBANKMENT QUANTITIES AS CONSTRUCTED COMPARED TO PLANNED AMOUNTS

Entire Project

Embankment Required as per Bidder Plans	712,564 Cu. Yd. ✓
Embankment Actually Placed in Construction	769,747.5 Cu. Yd. ✓
Difference	57,183.5 Cu. Yd.

As per bidder plans — 1 yd of Emb. = 1.0800906 yds of Excavation ~~Embankment~~
As constructed — 1 yard of Emb. = 0.9764129 yds of Excavation

or

as per bidder plans — 1 yd of Exc = 0.9258430 yds of Embankment (0.444)
as Constructed — 1 yd of Exc = 1.0241570 yds of Embankment (1.007)

77°
17
72)51
7.

RECEIVED
JAN 2 1963
FOR FILING
3754

N. UNIT, BEAR CANYON-STATE LINE SECTION, US99:

	Excavation	Embankment	
Construction	429,412	492,705	14.7% Swell
Plans	401,839.0	412,318	2.6% Swell

CHROME PLANT-CEDAR POINT SECTION, US101:

	Excavation	Embankment	Factor
Construction	347,249.2	292,268.7	1.1881 or 18.8% Shrink
Plans	298,479	236,965	1.2595 or 26% Shrink

JUDKINS POINT-GOSHEN SECTION, US99:

	Excavation	Embankment	Factor
Construction	695,693	738,692	.9418 or 6.2% Swell (Average)
Plans	615,047	671,827	.915 or 9.2% Swell (Average)

CANNON BEACH-ARCADIA SECTION, US101:

	Excavation	Embankment	Factor
Construction	421,311.30	367,406.60	1.1467 or 14.67% Shrink
Plans	324,759	271,598	1.1955 or 19.55% Shrink

ANLAUF-ELKHEAD SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,184,232	1,076,517	1.10 or 10% Shrink
Plans	1,057,710	954,926	1.1076 or 10.76% Shrink

DEADY-WINCHESTER SECTION, US99:

	Excavation	Embankment	Factor
Construction	604,799	638,665	0.9468 or 5.6% Swell
Plans	607,388	574,618	1.057 or 5.7% Shrink

FAIRGROUNDS ROAD-SHADY SECTION, US99:

	Excavation	Embankment	Factor
Construction	537,631	502,998	1.069 or 6.9% Swell
Plans	533,112	523,689	1.02 or 2% Shrink

GLENDALE JUNCTION-WOLF CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,058,619.9	1,045,718.8	1.012337 or 1.23% Shrink
Plans	947,115	1,102,028	0.8594 or 11.64% Swell

CIRCLE BRIDGE-SUMMIT SECTION, US101:

	Excavation	Embankment	Factor
Construction	268,296.7	242,561.5	1.1061 or 10.61% Shrink
Plans	243,973	203,893	1.1966 or 20% Shrink

NEWPORT-TOLEDO SECTION, US20:

	Excavation	Embankment	Factor
Construction	963,553	868,059	1.11 or 11% Shrink
Plans	972,057	810,050	1.20 or 20% Shrink

SOUTH UNIT, SISKIYOU-BEAR CANYON SECTION, US99:

	Excavation	Embankment	Factor
Construction	373,005	414,881	0.8991 or 11.227% Swell
Plans	372,933	386,582	0.965 or 3.66% Swell

DELMAR-COALEDO SECTION, US101:

	Excavation	Embankment	Factor
Construction	445,602.8	383,933.5	1.1606 or 16.06% Shrink
Plans	355,432.0	323,620	1.0983 or 9.83% Shrink

NEIL CREEK-BARRON CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	453,709	539,872	.8404 or 18.8% Swell
Plans	399,379	375,931	1.062 or 6.2% Shrink

ASHLAND-NEIL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	185,436	192,143	.965 or 3.62% Swell (Average)
Plans	194,150	200,327	.969 or 3.18% Swell (Average)

TORRENT CREEK-WALL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	187,666.7	204,049.3	0.9197 or 8.73% Swell
Plans	178,293	193,136	0.92315 or 8.32% Swell

RECEIVED
JAN 2 1963
FOR FILING
754

Bids

Peter Kiewit	$1,076,000	$0.89
McNutt	$ 987,000	.68
Parker-Schramm	$ 973,467	.75
Houck	$ 925,000	.72½
Lucick	$ 849,000	.67
Slate-Hall	$ 848,000	.60
Kuckenberg	$ 821,000	.54
Funderburke	$ 767,000	.40
McDougall	$ 753,000	.45

75

74

821
82
139

728
278

RECEIVED
JAN 2 1963
FOR FILING

3154

CONTRACT CLAUSES

~~3-2.~~ Estimate of Quantities Approximate Only (p. 6)

It is expressly agreed that the quantities shown on the plans and give under the heading "Schedule of Contract Prices" are approximate only and are not to be taken to be either representations or warranties. The State Highway Commission does not expressly nor by implication agree that the actual amount of work will correspond therewith , and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the engineer, without extra or special compensation to the contractor except as provided in Article 8-10.

3-3. Examination of Plans, Specifications, and Site of Work (p. 6)

It is understood that the contractor, before signing this contract, has made a careful examination of the plans, specifications, and contract agreement; that he has fully informed himself as to the q uality and quantity of materials and the character of the work required; and that he has made a careful examination of the location and condition of the work and the sources of supply for materials. The State of Oregon will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the contractor as a result of the contractor's failure to fully inform himself in advance in regard to all conditions pertaining to the work.

5-9. Notice by Contractors. (p. 10)

Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer.

8-11. Changed Conditions (p. 25)

Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed.

CONTRACT CLAUSES

12-5. Definitions of Terms Used in Classification. (p. 32)

* * * * *

Unclassified excavation, as referred to herein, in connection with the classifying of excavation, shall be understood to be excavation that is not to be classified according to the nature of the materials excavated. It shall, therefore, be understood to include both solid rock, excavation and common excavation, if both classes are present.

* * * * *

12-8. Embankment Construction. (p.33)

* * * * *

Where rock material is being used in embankment construction, the rock shall be distributed and manipulated in such manner that the interstices between the larger pieces are filled with smaller pieces, forming a dense and compact mass.

12-15. Preliminary Estimates of Classification (p.35)

In the final classification of excavated materials, the State Highway Commission will be in no way bound by any notations or estimates pertaining to classification, that may appear in the plans or in any summaries of quantities. It is understood that the contractor bases his unit prices upon his own estimates of classification, and the State Highway Commission will not be responsible for his failure to do so or for any errors in his estimates.

Special Provisions - page 4

All three kinds of excavation listed above shall be handled on the "unclassified basis" described in Articles 12-4 and 12-5 of the standard specification.

The State has conducted subsurface exploratory operations on the project as indicated on the plans. Logs of these explorations are available for inspection from the engineer designated to show the project to interested parties. The State Highway Commission makes no representation that the nature of the material to be excavated will be as indicated by these explorations and the State Highway Commission will not be liable to the contractor in any manner in case materials of a kind, class, nature, character or condition not indicated by these explorations are encountered.

CONTRACT CLAUSES

Special Provisions - page 7

The compaction of earth, gravel, or fine rock embankment, and filling material shall be so performed that the density of the compacted materials, when compared to the same material tested for maximum density by the Standard Laboratory Method of Tests for Compaction and Density of Soil (Current A.A.S.H.O. Designation T-99) shall not be less than 95% of maximum density.

RECEIVED
MAY 31 1956

FOR FILING

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office
May 21, 1956

SUBJECT: Natt McDougall Company
vs.
State Highway Commission
Case No. 41131
Our File No. L-2189
Low Pass Section
Siuslaw Highway

To: Mr. R. H. Baldock
State Highway Engineer
Office

L

Returned herewith is a letter from Pacific Builder and Engineer Inc., dated March 12, 1956, wherein they request certain information concerning the above reference case and Mr. Lindas' reply to the assistant editor of this publication.

I apologize for not submitting the draft of this reply to you for your review and execution rather than sending it out ourselves. I don't like to give or receive excuses, and the only explanation I have is that I apparently did not understand that you were merely asking questions rather than sending this letter to me to handle, although I should have so understood.

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE/bdr

NOTED
State Highway Engineer

RECEIVED
MAY 23 1956
OFFICE OF
STATE HIGHWAY ENGINEER

March 29, 1956

Mr. Paul Nelson
Assistant Editor
Pacific Builder and Engineer, Inc.
2418 Third Avenue
Seattle, 1, Washington

Re: Natt McDougall Company
vs.
State of Oregon
Case No. 41131
Our file: L-2189
Low Pass Section
Siuslaw Highway

Dear Mr. Nelson:

Your letter of March 12th, directed to Mr. R. H. Baldock, has been referred to me for reply.

The case to which you refer was tried by the writer and Mr. Charles Peterson, of our staff.

The case involved an interpretation of the Changed Conditions clause contained in our Highway Construction Contract. The Natt McDougall Company sued the Department for the sum of $274,000. The basis of the action was that the material they encountered constituted an unknown condition of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, and were subsurface and latent conditions materially differing from those indicated in the specifications or shown on the drawings.

The area of the construction in question went through a ridge in the Coast Range mountains that necessitated a cut of 190'. They alleged that the hard sandstone and shale that was encountered differed materially from our plans as follows:

Our plans indicated a shrink factor of 5½%
The slope designed was for a 1 to 1 slope.

They urged that both of these indications on the plans told them that the material to be removed was of such a nature that it could be removed by ordinary earth moving equipment without the necessity of blasting, when in fact they were required to systematically blast 70% of the cut.

They also alleged and urged that the test boring log did not indicate the material to be removed was such that would necessitate systematic blasting.

In the trial of the case a complete scale model of the cut was made by this department showing the area in question as it appeared prior to the construction of the road and as it appeared subsequent to the construction of the road, the model being so constructed that the portion excavated could be lifted from the model.

The model played an important part in the trial because it made it possible for the jury at all times to have a view of the particular area in question, this notwithstanding the fact that the jury was taken to view the area prior to the introduction of evidence.

Additionally, models of Tourn-a-pulls, Tourn-a-rockers, dozers, shovels, Euclids and photos of wagon drills and other pieces of earth moving equipment were introduced into evidence for the jury's edification, all of which were helpful in explaining the oral evidence given.

The trial lasted a period of 13 days, and by having the model displayed before the jury throughout the trial, they were able to orient the testimony being given by the various engineers and geologists who appeared as witnesses. The witnesses, of course, used the model freely in testifying to the particular matters for which they were called.

The action concluded with the jury finding for the plaintiff and awarding them the sum of $148,000.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

LEONARD I. LINDAS
Chief, Trial Section

LIL:ap

REFERRED
TO Le Blan
FOR Reply

MAin 0285

PACIFIC BUILDER AND ENGINEER inc.

"HEAVY" CONSTRUCTION JOURNAL OF THE SIX FAR NORTHWEST STATES AND ALASKA

ABC
ABP

Established 1902

Serving Oregon, Washington, Idaho
Montana, Utah, Wyoming and Alaska

2418 THIRD AVENUE
SEATTLE 1, WASHINGTON

March 12, 1956

R. H. Baldock
Oregon State Highway Engineer
Salem, Ore.

Dear Mr. Baldock:

We were interested in a clipping, from a Salem paper, about the suit of Natt McDougall Company against your department in relation to that firm's contract on the Siuslaw highway. The clipping showed the exhibits of a model of the road that was involved in the suit and also of various pieces of road building equipment.

It is not usually in our province to report the details of this sort of litigation but the use of the models at the trial is unique. We will be grateful if you will give us:

(1) A description of the various models that were presented at the trial, and who made them.

(2) What part the models played in the trial.

(3) The results of the suit.

With thanks for your attention to this inquiry,

Sincerely yours,

Paul Nelson

Paul Nelson
Assistant Editor

PN/js

REFERRED TO
Enfield.
By State Highway Engineer

What about this?

REFERRED TO
Enfield
By State Highway Engineer

I would have preferred to answer this myself. I merely asked you some questions before I did so.

FORM B-103 REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGIN
W. C. WILLIAMS
1ST ASST. STATE HWY. E
W. W. STIFFLER
2ND ASST. STATE HWY. E
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
APR 24 1956
FOR FILING

3754

April 23, 1956

Oregon State Highway Commission

Re: Abandonment of appeal in
Natt McDougall Company vs.
State of Oregon
L-2189
Low Pass Section of the
Siuslaw Highway

Gentlemen:

Enclosed herewith is a new page 2 to be inserted in my letter to you dated April 19, 1956, for the purpose of correcting that letter to eliminate reference to the State's anticipation that there was approximately twenty per cent hard rock in the Big Cut.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:aj
Enc.
cc - R. H. Baldock

NOTED

RECEIVED
APR 2 1956
FOR FILING

3754

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 19, 1956

Oregon State Highway Commission

Re: Abandonment of appeal in
Natt McDougall Company vs.
State of Oregon
L-2189
Low Pass Section of the
Sisulaw Highway

Gentlemen:

Subsequent to the trial of the above-entitled case in the circuit court, we filed a Notice of Appeal of this case to the Supreme Court, and have carefully reviewed the transcript of testimony in preparing a draft of a Bill of Exceptions, and as time has permitted we have searched the law with respect to errors in law made by the trial court that will be the basis of our appeal.

Enclosed herewith is a copy of a letter dated March 14, 1956, from Mr. Charles Peterson wherein he analyzes the evidence introduced in the trial court, and a copy of a letter dated April 13, 1956, from Mr. Peterson wherein he analyzes the law applicable to the errors we allege to be the principal basis of our appeal. It is the conclusion of Mr. Lindas and Mr. Peterson, with which I agree, that under the facts of this case even should the court find that technical errors of law have been committed by the trial court that the chance of a reversal by the Supreme Court is exceedingly remote, and we recommend that our appeal be dismissed.

No purpose would be served in my restating the facts and the law as set forth in Mr. Peterson's two letters; however, to resolve the issues down to their simplest form, it was our position and we urged throughout the entire trial in the lower court that merely because the contractor found more hard rock in the Big Cut than was anticipated by both him and the State that such did not constitute a changed condition within the meaning of paragraph 8-11 of our contract, which provision reads as follows:

> "Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the

> specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of costs and/or difference in time resulting from such conditions." (Underscoring added.)

// The evidence shows that the contractor anticipated finding approximately twenty per cent hard rock in the Big Cut (which is not inconsistent with our own anticipation); whereas, in fact he found seventy per cent hard rock. The jury determined as a question of fact that this constituted a changed condition within the provisions of paragraph 8-11. This question of fact has been adjudicated in the trial in the lower court, and since there was evidence to support the jury's verdict the Supreme Court cannot retry the facts, and cannot make any different finding in so far as the factual question is concerned; thus, it has already conclusively determined in the appeal of this case that a changed condition did exist within the meaning of our contract provision.

The only case law concerning contract provisions similar to our paragraph 8-11 are limited to contracts of the Federal Government tried in the United States Courts of Claims, and one isolated case involving the State of Pennsylvania. In all of these decisions the courts have construed the "changed condition" provision most liberally, and a few of the changed conditions that these courts have found to be within such a provision as our paragraph 8-11 are as follows:

> Overburden which contained buried logs, timbers, boulders and loose rock not indicated on plans and specifications.
>
> Muddy material in a borrow pit.
>
> Mucky soil
>
> Frozen ground (contractor required to commence work earlier than planned).

Fifty per cent hardpan, where plans and specifications indicated sand, clay and some hardpan.

Water in a ditch to be excavated.

Higher water table than anticipated.

Thus on the basis of the liberal construction of these other courts, it appears that the jury may not have been out of line in light of the factual situation.

Our appeal to the Supreme Court can only be based upon errors of law made by the trial court. Most of what we consider to be errors of law committed by the trial court are technical in nature, and may well be considered by the Supreme Court to be minor in consequence in light of the facts, and probably are not sufficiently prejudicial for the Supreme Court to remand this case for a new trial. It has been our opinion that the appeal in this case would be primarily based upon the lower court's ruling that written notice was not a condition precedent to the applicability of paragraph 8-11 thereby permitting the contractor to recover for his additional cost. We urged at the time of trial that the contractor should not be permitted to recover for any additional cost that occurred prior to giving of written notice, because of the provisions of paragraph 5-9 of our contract which reads as follows:

> "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

By referring to paragraph 8-11 you will find that the term "notify" is not used, but rather 8-11 requires that "attention of the engineer shall be called", and further does not require even the attention of the engineer to be called if "the engineer discover" such condition. The Supreme Court could easily interpret paragraph 8-11 as not to require a written notice even if paragraph 5-9 were applicable, and, furthermore, the factual situation is such that the Supreme Court could easily hold that the engineer had discovered the condition, and, therefore, no notice was required. Of course it was our position throughout the trial in the lower court that no changed condition existed; therefore, there was nothing for the engineer to discover, but this factual issue has now been determined by the jury that the additional quantities of rock constitute a changed condition, which, of course, we did discover although we did not recognize it as such. As Mr. Peterson has pointed out the common law only requires reasonable compliance with a provision of notice, and the court might easily hold that we have waived any requirement for written notice by our own actions. Much of the contractor's proof concerning this aspect of the case pertains to actions and statements made by Mr. Clymer which we were unable to rebut by reason of Mr. Clymer's death.

We are most cognizant of the desirability of securing a reversal in the Supreme Court if possible, thereby providing an opportunity to retry this case in the hope of convincing a different jury that there was no changed condition within the meaning of our contract; however, the probability of securing a reversal on a technical error of law, which the Supreme Court would have great difficulty in finding to be prejudicial in light of the facts of the case, is extremely remote. I believe it would be far more detrimental to the Highway Commission for the facts of this case to be spread upon the courts' reports, and thereby distributed to the entire bar of the State and awaken attorneys to ingenuous new theories of actions against the State of Oregon than would be the failure to appeal from the circuit court judgment. The Highway Commission differs from the usual client who is interested only in the outcome of a single case, for whatever law is made in the appeal of this case, regardless of how onerous or burdersome it may be to the Commission, will govern the Commission's future contract activities; whereas, the circuit court judgment does not constitute a precedent binding upon any other court.

The interpretation of paragraph 8-11 in the appeal of this case would be a matter of first impression by our Supreme Court, and in the absence of prior decisions of this court it is reasonably expected that our Supreme Court would follow the liberal interpretation of the Federal Court of Claims and the Pennsylvania Supreme Court. It is my personal opinion that the making of a claim under this changed condition provision was an afterthought of the contractor after he realized the additional cost that he was encountering, and that such an assumption of risks should be cast upon the contractor as an incident of the contracting business. However, we created this right of recovery for the contractor by inserting paragraph 8-11 in our contract, the consequences of which we may dislike.

In weighing the disadvantages to the State resulting from the failure to take an appeal from the lower court as compared with the probability of the Supreme Court sustaining the lower court, it is my opinion that it is far more desirable to abandon the appeal than to proceed with the same. After carefully studying all the aspects of both the facts and law of this case as it stands on appeal, it is my recommendation that you authorize me to dismiss the appeal. This matter will not be placed upon the agenda for the April meeting of the Commission; however, I will appreciate your giving this matter serious consideration so that I may be advised of your wishes sometime during the April Commission meeting.

For whatever little consolation it may be, the verdict was $148,556.79; whereas, the least amount that the plaintiffs ever offered to settle for prior to trial was $175,000.00.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:aj
cc - Mr. R. H. Baldock
Mr. Leonard Lindas
Mr. Charles Peterson

RECEIVED
APR 20 1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 23 1956
FOR FILING

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1956

SUBJECT: Natt McDougall Company
vs.
State of Oregon
L-2189
Low Pass Section of the
Siuslaw Highway

To: Mr. R. H. Baldock
State Highway Engineer
Office

I anticipate that this letter will probably raise the legal staff to hitherto unattainable heights of unpopularity; however, after long and studious study on the part of Mr. Lindas and Mr. Peterson and careful consideration by myself, I recommend that the appeal in the above-entitled case be dismissed. Before bringing this matter to the attention of the Highway Commission for their consideration at the next Commission meeting, I am desirous of giving you the reasons for this decision so that you may be fully advised concerning this matter.

Enclosed herewith is a copy of a letter from Mr. Peterson, dated March 14, 1956, pertaining to the evidence adduced in the trial, and a copy of a letter from Mr. Peterson, dated April 13, 1956, concerning the law that we will be faced with upon appeal.

No purpose would be served in my attempting to restate the facts or the law as set forth in Mr. Peterson's two letters. Mr. Lindas and I have carefully reviewed all of the material contained in Mr. Peterson's letters, and we concur generally with his conclusions.

To resolve the issues down to simplicity the jury in the trial court was called upon to determine whether or not the facts came within the provisions of 8-11 of the contract, which provision reads as follows:

> "Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions, and if he finds that they do so materially

> differ, the contract may be modified by the engineer to provide for any increase or decrease of cost and/or difference in time resulting from such conditions."

It was, of course, our position in the trial court that the contractor found merely more hard rock than was anticipated, and that this did not constitute a changed condition. You will recall that it was the testimony in this case that the contractor anticipated finding twenty per cent hard rock in the cut; whereas, in fact, he found seventy per cent hard rock. The jury determined as a question of fact that there was a changed condition within the provisions of paragraph 8-11.

This question of fact has been adjudicated, and since there was evidence to support the jury's verdict the supreme court cannot look behind this finding of fact, and cannot make any different finding; therefore, as far as the case on appeal is concerned it has already been conclusively determined that a changed condition existed within the meaning of paragraph 8-11.

An appeal to the supreme court can only be based upon errors of law made by the trial court. Since the trial, a careful review of the transcript of testimony, in the preparation of a Bill of Exceptions, and a search of the law, in preparation of a draft of a Brief, has resulted in our conclusion that there was no error of law committed by the trial court sufficiently prejudicial to insure a reversal by the supreme court.

Most of what, in our opinion, are errors of law committed by the trial court are technical in nature and minor in consequence in light of the factual situation, and probably are not sufficiently prejudicial for the supreme court to remand this case for a new trial. It has been our view that the appeal in this case would be based primarily upon the court's ruling that written notice is not a condition precedent to the applicability of paragraph 8-11. You will recall that we urged at the time of trial that the contractor should not be able to recover for any additional costs that occurred prior to giving of written notice, because of the provisions of paragraph 5-9 which reads as follows:

> "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

By referring to paragraph 8-11 you will find that the term "notify" is not used, but rather 8-11 requires that "attention of the engineer shall be called". The supreme court could interpret paragraph 8-11 not to require written notice even if paragraph 5-9 were applicable, and, furthermore, the factual situation is such that the supreme court could logically find that the engineer had discovered the condition, and, therefore, no notice was required. Furthermore, as Mr. Peterson has pointed out, the common law only requires reasonable compliance with a provision of notice, and the court could easily hold that we have waived any requirement for written notice by our own actions. Of course the contractor's proof as to much of this aspect of the case pertains to actions and statements made by Mr. Clymer, which we cannot rebut.

We fully recognize the desirability of securing a reversal in the supreme court, if possible, thereby having an opportunity to retry this case in the hope of convincing another jury that there was no changed condition within the meaning of paragraph 8-11; however, the possibility of securing a reversal on a technical error of law, which the supreme court would have great difficult in finding to be prejudicial in light of the facts of the case, is extremely remote. I believe it would be far more detrimental to the Highway Commission for the facts of this case to be spread upon the court's reports, and, thereby, distributed to the entire bar of the State and awaken attorneys to new theories of actions against the State of Oregon, than would be the failure to appeal from the circuit court judgment. The Highway Commission differs from the usual client, who is interested only in the outcome of a single case, for whatever law is made in the appeal of this case, regardless of how onerous it may be to the Commission, will govern the Commission's future activities; whereas, the circuit court judgment does not constitute a precedent binding upon the Commission.

Searching the law in preparation for this appeal we find that case decisions concerning contract provisions similar to our paragraph 8-11 are limited to contracts of the Federal Government and one isolated case involving the State of Pennsylvania. In all of these decisions the courts have construed the "changed condition" provision most liberally, and a few of the changed conditions that the courts have found to be within such a provision as our paragraph 8-11 are as follows:

> Overburden which contained buried logs, timbers, boulders and loose rock not indicated on plans and specifications.
>
> Muddy material in a borrow pit.
>
> Mucky soil.
>
> Frozen ground (contractor required to commence work earlier than anticipated).

Fifty per cent hardpan, where plans and specifications indicated sand, clay and some hardpan.

Water in ditch to be excavated.

Higher water table than anticipated.

The interpretation of paragraph 8-11 in the appeal of this case would be a matter of first impression by our supreme court, and in the absence of prior decisions of this court it is expected that our supreme court would follow the liberal interpretation of the Federal Court of Claims and the Pennsylvania Supreme Court. Even if the supreme court should reverse this case because of a technical legal error, it would, of course, be remanded for retrial, and again the determination of whether or not there was a changed condition within the meaning of paragraph 8-11 would be a question of fact for determination by another jury, which jury might well arrive at the same conclusion as the jury in the original trial.

I plan to write to the Commission within the next day or two concerning this matter, and if you would like to discuss it in advance of my writing the Commission, Mr. Lindas, Mr. Peterson and I will be glad to confer with you at your convenience. For whatever consolation it may be, the verdict was $148,556.79, which is less than the sum of $175,000.00 which is the least sum that the plaintiff ever offered to settle for.

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:aj
Enc. (2)

FORM E-90 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 13, 1956

SUBJECT: Natt McDougall Company
vs.
State of Oregon
Case No. 41131
Our file: L-2189
Low Pass Section
Siuslaw Highway

To: Mr. C. W. Enfield
Chief Counsel
Office

Mr. Leonard I. Lindas
Chief, Trial Section
Office

Since my recent letter reviewing pertinent aspects of the evidence and advising against appeal of the judgment in the above action, Mr. Lindas has directed that I review the citations on the law collated by him.

As stated in my prior letter it appears that the matter of notice makes up the only ground of appeal on which prejudicial error stands even a hope of being successfully predicated. As previously mentioned that chance is not at all good in view of the strong factual aspects alluded to in my letter.

A decision not to prosecute the appeal would not indicate capitulation by this office to the trial court's view of the law contained in its instructions to the jury. We can still believe--and again contend, should the occasion arise in other cases--that encountering more rock than was anticipated by the contractor is not an unusual condition. Failure to appeal because of adverse facts does not indicate acquiescence with the adverse law invoked by the judge before whom the facts were tried. My reasoning is based upon the premise that the facts developed at the trial simply do not place us in a position before the Supreme Court where it could be successfully urged that Section 8-11 is inoperative as applied to Mr. McDougall--and that is the essence of our position.

It appears that 8-11 was inserted in our form contract at or about 1940. I take it that when that clause was made a part of the contract it was simply inserted without any change or deletion of existing clauses relating to matters covered by the new clause 8-11.

Before considering decisions relating more directly to provisions such as 8-11 it may be well to first observe comments found in 66 A.L.R. (Anno.--Building Contract--Alterations and Extras.) As it concerns public contracts, the editor says at page 692:

> "The pages which follow establish beyond any doubt that, in the absence of statute, a government or municipality may, when acting through its proper officers or representatives, waive or agree to the modification of such a stipulation. It is to be borne in mind, however, that a government can act only through its representatives, and that, in addition to the acts necessary to effect a waiver, the

> authority of the representative must be considered in determining whether, in any given case, the provision has been waived or otherwise avoided."

And on page 701 of the same article the editor comments:

> "Stipulations such as those described in the title of the present annotation, requiring that any alterations or extras be ordered in writing, are universally held to be valid (subd. II. a, supra). Yet it is also well settled that such a stipulation may be waived or derogated by the parties (subds. V. a. et seq. supra). No writing is necessary in order to avoid the stipulation, and it may be waived or superseded by subsequent oral transactions between the parties; and such transactions may be proved by parol evidence (ibid.). But the provision will control unless it is clearly waived (subd. II. b, supra), and the proof of such waiver must be clear and convincing (subd. V. a, supra)."

Let us now consider a number of decisions, most of which are decided under Article 4 in federal contracts. Article 4 is virtually identical with clause 8-11 in our contract. It would be well to keep in mind at all times the applicable facts coming out as evidence at the McDougall trial and set out in my prior letter.

Shepherd v. United States, 113 F. Supp 648. The contractor encountered wet materials which he claimed constituted an unknown condition of an unusual nature. He did not notify of intent to make a claim. The court held it was NOT NECESSARY TO DO THIS AT THE TIME HE CALLED ATTENTION OF THE CONDITION TO THE RESIDENT ENGINEER; that when he told the United Stats that he had encountered conditions that were in fact different from what he had a right to expect, he had done all the contract required of him at the time. It seems apropos to set out notes of Mr. Lindas on this case as follows:

Shepherd v US
113 F Supp 648

Plaintiff never notified contracting officer of intention to make claim.
(Contractor had asked Resident Engineer when conditions encountered,
(if should shut down. Wet materials encountered)

> "Court held not necessary to do this when Engrs. Attention called to conditions, as provided for in Art 4.
>
> "Until Contracting officer ruled on question as to whether conditions encountered materially differed from plans, it was not necessary to make claim.
>
> "Plaintiff did go farther in this case—He made several trips to talk to the contracting officer concerning equitable relief.
>
> "Contracting officer intended to investigate the conditions and left the impression he would do so, but never did.

> "Not necessary, therefore, to make claim at time conditions were called to the attention of the engineer.
>
> "Contract imposed a duty upon contracting officer to determine whether conditions were in fact materially different from plans.
>
> "The DUTY of DETERMINATION WAS CAST UPON THE CONTRACTING OFFICER WHEN HE BECAME AWARE OF THE CONDITIONS, HOWEVER HIS ATTENTION WAS DIRECTED TO THEM.
>
> "Since no determination was made, plaintiff is not precluded from calling on this court to do so.
>
> "Wet material unforeseen by both parties and differed materially from drawings, specs and borings.
>
> "One which could not have reasonably been anticipated from a study of the drawings, borings and examination of site.
>
> "150,000 yds of material was in a semi liquid or soupy state."

Johnson Corp v. Commonwealth
60 NE 364 ('45--Mass)

Although an allowance is made for the weathering of the sides of a shovel cut, it would seem that one could readily discover the exact nature and actual condition of the subsoil.

A glance at the evidence indicates conclusively that we were at all times cognizant of the conditions. The resident engineer testified that he knew of the condition "from the beginning." He further testified that it was common conversation between himself and his superiors that McDougall "was having an awfully rough show, as we stated it." The division engineer testified that as early as May 1 he was considering a use of the rock thus found in the cut. These facts doubtless would be considered by the Supreme Court in connection with the significant mention in the above Shepherd case that

> "The duty of determination was cast upon the contracting officer when he became aware of the conditions, HOWEVER HIS ATTENTION WAS DIRECTED TO THEM."

Loftis v. United States, 76 F. Supp 816 (1948). Loftis claimed an unknown condition of an unusual nature was encountered (high water table). The United States urged that section of its contract specifying that the bid was an unclassified job and that Loftis had to remove whatever was encountered whether the condition found was unusual or not. The court said that to so hold would cancel out Article 4, and THAT ARTICLE 4 WAS TO PREVAIL IF IN FACT THE TWO SECTIONS WERE INCONSISTENT.

The last above-mentioned point was just what Judge Sloper told the jury in the McDougall case—that where sections of our contract were inconsistent with 8-11, the latter section should prevail.

United States v. Callahan Walker Constr. Co., 317 US 56. The court in that case recognized Article 4 as a remedial and equitable adjustment provision, and said that what constituted an equitable adjustment was a question of fact. This was the premise on which Judge Sloper sent the McDougall case to the jury.

P. Sanford Ross Inc., v. United States, 50 Ct. Cls. 172. There the court held that it is an equally well settled rule that all parts of the contract will be construed in such a way as to give force and validity to all of them and to all the language used when that is possible.

To the same effect was the case of N. J. Foundry & Mach Co. v. United States, 44 Ct. Cls. 570-580.

The following three cases are inserted at random as relating more particularly to our well driller's log.

Hersey Gravel Co. v. State, 9 N.W.2d 567 (Mich) Court found that the information contained in the plans and definitions in the soil handbook, which was in possession of the highway department and available to the contractor for reference, did not actually correspond with the subsoil conditions actually encountered.

Knapp v. State, 18 N.W.2d 421 (Mich) There the court held that the state neglected to furnish bidders all the information they had in their possession and the information supplied was of such a nature that only a highly trained expert in soils engineering would have placed the interpretation thereon that the defendants claim they were entitled to. The court further held that there was a clear legal duty on the state to furnish all the available information on this subject in the form and manner that would apprise prospective bidders of the nature of the difficulties to be encountered and in terms readily understood by the average road contractor.

Funk v. School District, 184 A. 659 (Pa 36) Borings were inaccurate and the court held recovery could be had under the equitable adjustment clause.

By way of comment on the last mentioned decision (Funk) where the equitable adjustment clause was applied, it is suggested: Under the evidence now at hand, would anyone seriously contend that our test boring told us what would be encountered? In the first instance it seems that the hole was not made for the purpose of informing us of the rock content of the hogback (whether digable or not). Also, the Division Engineer, upon viewing the cut on or about May 1 considered the use of rock thus found in the stead of rock planned to come from the Horton quarry. To put it another way: Do we claim the test boring findings disclose that much of the rock had to be blasted? If so, should that not have indicated to us that in all likelihood such rock could be used in the roadbed instead of taking rock from the Horton quarry? There are indubitably other engineering considerations that would enter into the decision at the time it was made, but what I am trying to point out is how the situation shapes up on the evidence in the record. And it is the record which will be considered by the Supreme Court. We can only assume that the jury found that our test boring report was "inaccurate" as the word was used in the above-noted Funk case. And in the Funk case the equitable adjustment clause was applied.

Along the same vein is the case of Ruff Co. v. United States, 96

Ct. Cls. 148. There it appears that the pits showed all soil to be yellow clay and that no rock was encountered, and that the "nearest rock outcrop two blocks west of site." The court said:

> "It seems to us that the purpose of giving this information to bidders was to induce them to bid upon the assumption that the material to be excavated was, on the whole, no more solid than yellow clay."

The Ruff case is not unlike our situation set up by the log of our well driller. The only semblance of rock found by the well driller is what he termed "bisalt" (sic). There was no basalt in the cut. Of course the report of the well driller was amended by interpretations of a geologist, which apparently carried little weight with the jury.

The Oregon decision of Hoskins v. Powder Land & Irr. Co., 90 Or. 217 (1918) is indicative of the court's thinking on the matter of notice. Syllabus 2 well states the point as follows:

> "A contractor cannot recover for extra work done under a contract providing that no extra work should be done except upon written directions given by a certain person, unless such written directions were given, or it is shown that such condition was waived."

Also along the same thinking is the case of United Brokers Co. v. Southern Pacific Co., 86 Or. 607 (1917). On the matter of notice syllabus 3 is quoted:

> "A stipulation as to notice of a claim for injury to goods while being transported by a common carrier should be given a REASONABLE CONSTRUCTION, and a SUBSTANTIAL COMPLIANCE therewith is all that is required, in view of the object of the requirement of notice."

The case of Maurice H. Sobel etc. v. The United States, 88 C. Cls. 149 (1938) involved a situation where unknown soil conditions were encountered. The court says:

> "Where soil conditions, unknown when the contract was made, rendered it necessary to change the character of the foundations, which delayed the work, it is held that this was not such a change as was contemplated by the contract, and the plaintiff is entitled to recover for incidental costs and damages resulting from the delay occasioned, although the contract price was increased to cover the increased cost of construction of the foundations and the time limit for completion of the contract was extended."

The case of Peter Kiewit Sons Co. v. United States, 74 F. Supp 165 is somewhat analogous to our situation. Involved was a contract for excavation-grading under an unclassified bid set-up. The facts are adequately set forth in quotes from the decision to follow. Action was brought under Article 4, which as stated is about the same as our section 8-11. The Government demurred to the complaint and "urged that the plaintiffs agreed to do the work at the BID UNIT PRICE, regardless of what the quantities of the different types of excavation turned out to be."

That is to say, the defendant stood on another provision in its contract (similar to ours) that amounts of excavation that may be shown in the plans and specifications were estimates only and not to be relied upon by the bidder.

The Federal Court says:

> "(1) We think that the petition states a valid ground of recovery. It alleges that both the Government and the plaintiffs entered into the contract in the belief that the amounts of the different types of excavation were approximately as estimated. If they did so, the contract was not intended by the Government to be speculative, as the War Department Board of Contract Appeals said, but was perfectly capable of being computed and bid conservatively. It was obvious that, a composite bid being required, a great variation in the proportion of the different types of excavation would be ruinous to the contractor, or would cause the Government to pay far more than the work was worth. We have no reason to suppose that the Government intends to make its contracts on any such irrational basis. If, as alleged, the parties believed that the estimated proportions of the different kinds of excavation would prove out in the performance, it would appear that they would not have made the contract which they did make except for their mistake as to the facts. Such a mistake calls for a reformation, in equity, of the contract.
>
> "(2) The Government relies heavily upon the provision in Section 1.05 of the specifications, which we have quoted above. This section is found in many Government contracts, and it means that estimates made in invitations for bids for contracts which are to be paid for on a unit price basis are only estimates and not guaranteed amounts. But it certainly does not mean that Article 4 of the contract which promises a modification of the contract to conform to unforeseen subsurface or latent conditions, 'or unknown conditions of an unusual nature, differing materially from those ordinarily encountered * * *' is to be canceled out of the contract. Neither does it mean that all considerations of equity and justice are to be disregarded, and that a contract to do a useful job for the Government is to be turned into a gambling transaction."

Mr. Lindas and this writer tried the McDougall case on the same premise as did the government attorneys in the Kiewit case. We insisted that 8-11 was not applicable. We resisted the reception of every item of evidence that tended to place McDougall under the operation of 8-11--a resistance that was uniformly and consistently without success in the trial court.

Can we hope for any better success before the Supreme Court? It is my considered opinion that under the factual set up as shown in part by my prior letter our chances of gaining a reversal are remote indeed. It will be remembered that an advocate seeking to convince the Supreme Court of the rightness of his cause and the correctness of his law must have in his favor a modicum of equitable facts, and more importantly, must have some law. As Mr. Lindas indicates in his research, decisions passing on such provision as 8-11 are almost wholly those of the federal courts. As is shown above, a liberal interpretation of this type of remedial clause is the order of the day.

CHARLES PETERSON
Assistant Attorney

CP:ap

my considered opinion that under the factual set up as shown in part by my prior letter our chances of gaining a reversal are remote indeed. It will be remembered that an advocate seeking to convince the Supreme Court of the rightness of his cause and the correctness of his law must have in his favor a modicum of equitable facts, and more importantly, must have some law. As Mr. Lindas indicates in his research, decisions passing on such provision as 8-11 are almost wholly those of the federal courts. As is shown above, a liberal interpretation of this type of remedial clause is the order of the day.

CHARLES PETERSON
Assistant Attorney

CP:ap

Mr. C. W. Enfield
Chief Counsel
Office

Mr. Leonard I. Lindas
Chief, Trial Section
Office

Re: Natt McDougall Company
vs.
State Highway Commission
L-2189

Gentlemen:

I do not advise appeal from the judgment in the above action.

Pursuant to direction that a Bill of Exceptions be prepared, I have examined the transcript of the proceedings. I am of the firm belief that an appeal will not only be fruitless, but, also, that it will result in spreading on the record for the entire bar and public of Oregon to see rules of law not at all desirable or helpful to the State Highway Commission. Moreover, the attendant unfavorable publicity could well have an incalculably deleterious influence on the affairs of the State Highway Commission and its ever-widening program - legislatively and otherwise.

The foregoing conclusion may seem astonishing in view of the fact that I am not familiar with the decisions anent the points of law covering the contemplated assignments of error. Mr. Leonard Lindas prepared the law side of the case.

It is the unfavorable factual setup that motivates this letter. During trial at the close of the day the Court admitted, over objection, testimony of our own low estimate. I advised Mr. Baldock, at his office, that I considered such testimony as a "body blow" to our chances. After verdict I further advised Mr. Baldock that the Supreme Court could well take the "factual approach" and "work back" from there; that is to say, resolve every intendment on the various claimed trial errors toward a recovery for the plaintiff.

Let us now carry out the theme and re-examine the facts developed at the trial. In doing so it must be kept in mind at all times that I am not necessarily weighing our rebuttal testimony on the various points against that of the plaintiff, for that has already been done by the jury. And, its finding most certainly will be accepted by the Supreme Court unless that body can be convinced of an overwhelming injustice to the State of Oregon based on one or more of the asserted errata.

At the outset no one disputes the hard fact that Mr. McDougall lost a great deal of money on the job. He claims about $274,000.00 additional costs (including profit). We offered no testimony that he did not incur a huge added outlay. We offered no testimony that the extra costs were not reasonable in and of themselves - only that his methods of operation were wrong. Thus, the jury apparently reasoned that as a basic premise everyone conceded that McDougall was out of pocket a substantial sum of money. The Supreme Court could not possibly start with any other basic proposition.

ESTIMATE OF STATE

Testimony of our estimate was admitted over objection. Unless we have some very respectable authority that the admission of our estimate (and estimates) was so wholly irrelevant as to constitute a prejudicial error, then this fact of itself would go far to demerit us before the Supreme Court. McDougall's theme on this point is that "the State itself was fooled". Pitted against that is our theory that what the State estimated is not an issue, and that our estimate is not a bid against that of the contractor and that he is "on his own" without benefit of § 8-11.

Mr. Edwards figured about 15% diggable and 85% to be shot. He set up a detailed estimate about June, 1952 ($716,924.50). He thinks this was revised about four days prior to letting, but apparently kept no notes of his revision. (Tr. 914-925) Mr. Smith approved the estimate of Mr. Edwards, subject as he testified to analysis of the cost estimate. Mr. Smith testified that the estimate of Mr. Edwards was a prudent estimate. (Tr. 1026-1028) Mr. Williams testified that a revised estimate had been furnished the Bureau of Public Roads of $790,000.00, but admitted that the figure included about $100,000.00 in engineering costs. It seems that figures showing a breakdown of that estimate were not kept - or not available. (Tr. 1040-1050) Mr. Baldock testified that $741,000.00 was an adequate estimate.

In the face of our $741,000.00 estimate, Mr. Williams, as an adverse witness for McDougall, was required to testify that our department studied the job for six months to a year prior to setting up the estimate. First, a reconnaissance engineeer with at least one person ; next, the locating engineer with his crew (several months); then came the division engineer and resident engineer and his crew. Also during this period the cost estimating engineer went over the terrain; in this instance Mr. Williams himself examined the project. However irrelevant all of such testimony may or may not be, the Supreme Court sans some very excellent authority it could hardly ignore, will most certainly resolve any question in favor of the contractor. Upon argument what "fun" members of the Court could have questioning the advocate under such a line-up of facts:

> We acknowledge that plaintiff is out of pocket a great deal of money;
>
> We study and examine the terrain for six months to a year, including forty days of geologic exploration with the aid of a well driller and our geology department;
>
> We then advise the Highway Commission that $741,000.00 will do the job;

> We now admit that the actual cost was, in fact, much more than the $753,000.00 bid by Mr. McDougall, but assert that -
>
> It is an injustice to the State of Oregon to pay him any more money -
>
> On the legal principle that he is bound by a contract which contains a remedial provision not however, applicable to his situation.

Yes, should the Supreme Court adopt McDougall's theory the writer of the opinion could well have a field day lampooning the Highway Commission on the very record before it.

SLOPE CHANGE

During construction we permitted a change of slope from 1 to 1 to ½ to 1. For this action we received from Mr. McDougall the "back of his hand", not only in his pleadings but on the testimony. It is questionable whether our position was bettered by a showing that steepening the slopes was a mistake because of subsequent ravelling of the ½ to 1 slopes. What consideration the jury gave to this aspect is, of course, problematical. The Supreme Court could conceivably observe that we changed the contract involving 25,000 to 30,000 yards of rock on the one hand, and question our refusal to relieve the contractor under a provision ready-made in the contract itself on the ground that still other provisions of the contract in this situation make § 8-11 inoperative.

SHRINK and SWELL

Over objection, much testimony was adduced on the matter of shrink and swell. It was our contention that quantities in the plans were not within the purview of the reference to change of plans in 8-11. Here again we take the position that other provisions of the contract negate any such application of 8-11. Out of the welter of testimony on this subject, it was disclosed that about 20,000 yards of embankment material was obtained from slides occurring on the old adjacent highway; that about 16,000 yards of material went into a fill at or near station 95 not included in the original plans; that our fills were widened beyond the contract specification from 7' to 60' throughout the project. Mr. McDougall's contention, adopted by the trial court, was that because our plans called for a slight shrink factor that was a representation to a prudent contractor that the material to be excavated was for the most part diggable with modern ordinary earth-moving equipment and would not require shooting. In other words, Mr. McDougall claims that our quantity estimates of excavation and embankment material, when reduced to a shrink or swell factor, is a representation that we have classified the material on an unclassified project.

SLOPE

Here again, over objection, testimony was permitted in an attempt to prove that the plans showing as they did a slope requirement of 1 to 1 was a representation that the material to be excavated was for the most part diggable, and that, therefore, the plans under § 8-11 were in error. Contentions of the parties on this point were virtually identical as those applying to shrink and swell; that is to say, Mr. McDougall asserting successfully before the trial court that he had a right to show the jury that a 1 to 1 slope called for in the plans indicated a classification of materials that did not require blasting; whereas, our position again was that other sections of the contract took his case out of the scope of 8-11 dealing with changed plans, or plans different than actual conditions encountered.

THE TEST BORING EVIDENCE

What of the well driller - his operations - his report - the first supplement of the geologist - the second supplement of the geologist - the publication and dissemination of the report to bidders? If ever there was a bureaucratic debacle this was it - the nadir of confusion and confoundment. Indeed, it is not too far amiss to observe that the boring was:

> Conceived in uncertainty;
> Born of ineptitude on a rock mountain the well driller insisted was nothing more than sand and clay;
> Nurtured for forty days in the quagmire of departmental futility and stupidity; and
> Finally sacrificed as a burnt offering upon the alter in the crucible of the legal furnace.

Let us see: The evidence of Mr. Edwards (Tr. 859) indicates that the only purpose of the test boring was for his preparation of the plans. He requested and directed that the test be made to inform him on the existence of slide material, and if there were materials which might be used for surfacing of the roadway. Mr. Scott thinks he, himself, selected the spot for the hole. Thus, the idea of a boring was conceived apparently without thought to the utlimate use to which the recorded results of the findings might be put.

Then the well driller and his crew (of one, I believe) went to work on the top of the summit cut. For forty days the well-drilling machinery was stationed atop of that rock hog-back. The evidence seems to indicate that about twenty days of that period was occupied in actual drilling. There was not a geologist in constant attendance. Mr. Scott called at the site, he thinks, three or four time during the forty days, and he believes that another geologist made a call or two. No samples were kept for future use. No samples were analyzed in a laboratory. The well driller bottomed at about 160 feet, and turned into the department for its permanent records what is termed, as I recall, a "Well-Driller's Log." I do not have before me his log, or the two logs as revised by Mr. Scott. However, the transcript indicates that the log of the well driller lists, showing varying depths for each item, sandy clay, bisalt (sic), grey chist, shale, blue fire clay and clay-sand (at the 160' level). The important and critical aspect of this permanent and misguided report is the total ABSENCE OF ANY REFERENCE TO nondiggable rock save only the reference to "bisalt" (sic). Of this latter designation Mr. Scott testified there is none in the area and, of course, no basalt was found in the cut. Thus, apparently without any liaison between the construction - engineering department and the well driller, between the well driller and the geologic department, or between any or either of them, the report of the well driller was permitted to be spread on the permanent records of the Highway department. What then happened? Sometime subsequently and prior to the letting of bids, Mr. Scott made certain qualifying remarks upon the original log of the well driller. Still later, and prior to the letting, Mr. Scott made further and more elaborate explanation of the well-driller's log. It was this last log in typewritter form that was sent out from Salem to the resident engineer for distribution to the prospective bidders. It will be recalled that this final draft still set out the findings of the well driller in their original listing. The original draft of the well-driller's log became plaintiff's exhibit 59, and the first correction draft by Mr. Scott became plaintiff's exhibit 60, both over our objection.

When then followed? In the cauldron of the judicial fire, lawyers for the defendants were forced to struggle for several weeks up the steep hill to Calvary with the cross of the test-hole log upon their backs. Mr. Scott did a fine work on the witness stand in his attempt to bring order out of a morass of confusion and chaos - an effort much complicated with the broadax of a pretrial deposition hanging over his head. Be all that as it may, the trial court, in permitting the introduction of exhibits 59 and 60, was merely following the course it had adopted of permitting the plaintiff to show in every way possible that the Highway Department, itself, was in error. It is my considered opinion that it will not be easy to sell the Supreme Court on the idea that admission of exhibits 59 and 60 was such a monumental injustice to the State of Oregon as to be prejudicial error meriting a reversal of the judgment. The huge blown-up picture of the "third log" that is plaintiff's exhibit 5, showing in graphic detail the listings of the well driller (with attendant explanation by Mr. Scott) is a part of the record of this case. With this before it your writer humbly opines that the appellate court may seize upon the original report of the well driller and disregard as afterthoughts the written explanations of Mr. Scott as well as his testimony on the witness stand, which included pertinent parts of his pretrial deposition. And should that august body follow the course of the trial court, here again we will have spread upon the Supreme Court Reports a record of methods and departmental procedures not at all complimentary to the State Highway Commission.

NOTICE OF CLAIM

Failure of Mr. McDougall to give written notice until long after his discovery of the claimed "unusual conditions" is our strongest ground of prejudicial error. After reception of the letter of claim by Mr. McDougall, dated in August of 1954, the court permitted evidence of earlier conversations between Mr. McDougall and the late Mr. Clymer relative to negotiations for change order necessary for the use of the sandstone out of the Big Cut for subsurfacing, thus permitting the state to stockpile subsurfacing material to come from other sources. During argument in chambers on our objection to this evidence Mr. Lindas ably says in part:

> "Now, he has made the notification in writing, and I think he is bound by that notification. Any conversations he may have had with any of the officials prior to that time I don't think come within the terms of this contract, and

any conversations he had concerning the Big Cut are not competent nor relavent nor material in this particular instance, because the contract speaks for itself. He is doing this work under the contract. The contract provides that when a notice is to be given to the engineer, it must be given in writing. That notification has been given, and it is in writing, and any prior conversations I don't think have any part in this case."

Mr. Biggs in answer to that argues to the Court in part:

"This is put in to show compliance with 8-11 of the contract, and the reason, if it should be determined that our claim was not immediately made, why it wasn't immediately made, and also to obviate any objection as to the time interval and criticism of the plaintiff's testimony that when he ran into this stuff - -

Interruption of the Court to inquire:

"That is your claim for the testimony - to show why it was not more promptly made?

Mr. Biggs continuing:

"Precisely so, and also - yes, the reason for it was this: They couldn't tell right at the outset exactly how far down they were going into rock. This might be a thing that could be obviated, and everybody made happy about it to the convenience of the State as well as to the contractor, by a simple change order that would allow him compensation and at the same time change the particular construction of the highway, using the rock that was coming out of the cut. It obviously would be to the State's advantage to do that. These were conversations looking toward a modification of the contract that might obviate a claim entirely. As long as they went on, certainly a reasonably prudent contractor wouldn't be expected to make his formal demand or claim. The State already knew what the conditions were, and were negotiating with him for a change order in view of those conditions. As soon as those negotiations terminated, because of the thing, perhaps, that Mr. Peterson spoke about, that it was running into a great deal more money than could be accomplished under a change order, our testimony will show at that time, and very promptly at that time, as a result of his last conversation with Mr. Clymder, he prepared and filed his letter, which is exhibit 52.

"Now, that is the situation, if the Court please. We are not contending that the State is bound by statements made even by a Commissioner, and there have been statements made by a Commissioner in this case that we won't attempt to offer, to be perfectly frank about it. We are not attempting to get any improper information. Commissioners have talked with our people about this very case, and made admissions, if you would call them admissions, and if we wanted to rely on them it would be very helpful. We are not attempting to do that at all. We are making our claim that this, however, is our conversations that occurred during the course of the work with people who, at least apparently, were authorized to go to him and to negotiate change orders.

"If counsel wants to show that Clymer had no authority to do that and that McDougall was not acting as a reasonably prudent person in delaying his claim because Clymer came to him and negotiated a change, make your showing. It would be a question for the jury to say whether or not, under all the circumstances, McDougall was justified in assuming that the State was acting in good faith in an effort to negotiate some change order with it.

"Now, that is our position. It is completely reasonable. To take the stand that just because the contract some place requires a written notice nothing else may be shown about that as to the timing of the notice or why it wasn't made earlier is a much too narrow view. It is not supported by any authorities that I know anything about."

To that argument, I quote the reply of Mr. Lindas:

"My point is simply this, Your Honor: Section 8-11 says if the contractor should encounter these situations that are different from our plans, or of an unknown or unusual nature, then the 'attention of the engineer shall be called immediately to such conditions,' and that attention must be called in writing.

"Now, the only notification to the engineer in writing of this particular condition was made on August the 5th. Any conversations concerning calling attention of the engineer to these conditions prior to that time are not relevant nor material nor competent for this case, because the contract provides the manner in which a notification must be made, and I think that he is bound by the terms of the contract that he voluntarily entered into. That is, simply, my point."

Mr. Biggs then said:

"Even on that point your position is unsound. What is the purpose of that provision of the contract? The provision in the contract is that the State can immediately examine the conditions, immediately ascertain that there is some unusual thing arising, and can immediately make their studies of the cost, keep track of the contractor's costs. That is precisely what Mr. Clymer , the Chief Cost Analyst, came to Portland to do - to get a record of the costs up to date, and to make arrangements to follow the costs carefully from that time out -

> just precisely what the contract called for. He invited a delay in the making of a formal claim on account of these unexpected conditions through a suggestion of a change order which might obviate the claim, and during that whole time the parties were acting in good faith and attempting to work one out. When they couldn't, then, of course, the claim was made, and the jury is entitled to know those circumstances and that explanation. That is my position."

The trial court permitted testimony of Mr. McDougall concerning matters relating to notice occurring prior to his written claim of August 5, 1953. In placing himself under the ruling did plaintiff establish that "something" had occurred prior to August 5, 1953, that reasonably could be construed as an attempt between the State and the contractor to make an adjustment because of any condition that may have increased costs beyond the bid? Perhaps the best way to approach the matter is by quoting from testimony of Mr. McDougall rather than paraphrasing his remarks. It seems clear that while some blasting was done in February and March and April of 1953, major shooting occurred in May.

Mr. McDougall testified: (Tr. 230)

> "Sometime during the last week of May, 1953, Mr. Eddie Clymer, who at that time, I believe, held the position of Chief Cost Analyst for the State Highway Department, came into my office in Portland with two of his assistants. He said that his office had been informed that we had encountered sandstone in the Big Cut of the Low Pass project to an extent that indicated the entire cut still to be excavated was going to be all sandstone, and would we make available to his assistants our books and records showing our costs up to, I believe it was, April 10th, an estimate date, for the purpose of costs of excavation prior to encountering the sandstone.
>
> "We provided his assistants with desk space, and turned over all of the records they wanted to them immediately, and Mr. Clymer then said that, in view of the situation, the State was considering some changes. Among them was one he wanted to discuss with me at the time, which was the elimination of what is referred to on the plans as the bottom course of crushed material eight inches thick, and they would substitute, or were considering substituting, a course of cut-run rock, or, that is, rock just as it came from the excavation of the Big Cut, two or three feet thick the entire length of the project, stockpiling the crushed rock that had already been crushed. (From Horton Quarry) * * * *
>
> "He said that there would be a saving, there, because the State could later use this crushed rock somewhere else, and could take advantage of the unexpected amount of solid rock in the Big Cut by using it to make a very thick bottom course underneath the finishing surfacing courses and the pavement, so at that time I asked him if the State would compensate us for the extra cost we were being put to, and all the indications

were that we were going to be put to, to complete the job as a rock job when it had not been so engineered or so computed by us."

"He stated that in addition to his duties as cost analyst he was the Department's No. 1 trouble shooter, as he put it, that the reason he was in there at the moment was because HE KNEW THE JOB WOULD BE IN TROUBLE ON ACCOUNT OF THE UNEXPECTED AMOUNT OF ROCK ENCOUNTERED in that cut, and that while he had certain limited freedom of discretion in making negotiated settlements, that were designed to make an equitable adjustment of unforeseen circumstances in connection with construction contracts, that a matter of this consequence would certainly have to be taken back to his superiors in Salem in the department."

"We talked of the possibility of increasing the compensation for placing the extra thickness of subbase that he proposed as a possible change order, and settled nothing on his first visit except that we agreed to again make available to his accountants any time they wanted to come in our books and records, so that the State Highway Department would be completely informed of our costs as the work progressed."

"We discussed the matter a second time in my office some days later - that would be in June. I did not keep a diary of the dates of his visits. His representatives, accountants, came in. We gave them all the figures they asked for, gave them all the cooperation we could in the way of information and working space, and they invariably left feeling that they had accomplished their mission in obtaining whatever information they could get at that time.

"His second discusssion with me was also inclusive.

"The third one was held in his office at Salem, and at that time I believe it was pretty late in June. The Department was cognizant of the situation, obviously, but Mr. Clymer said he could make no progress in trying to find a satisfactory solution of the problem until certain officials of the Department, who were his superiors, returned to the city. Now, just who they were I do not recall at the moment. It might have been Mr. Baldock or Mr. Williams. I do not know."

(Continuing on page 247 of the transcript)

"I had one more conversation with him when he called me on the telephone sometime during July. As I stated yesterday, I do not keep a diary of the dates of these various conversations.

"We agreed over the telephone that it would be impossible to include in any change order or price agreement constructed around a change in the plans for surfacing of the job to even begin to cover the scope of the added cost of removing all that additional solid sandstone from the Big Cut. HE THEN STATED THAT WE HAD A SOURCE OF RELIEF BY MAKING A CLAIM UNDER THE CHANGED CONDITIONS CLAUSE, Paragraph 8-11 of the contract."

Mr. McDougall then testified that he "immediately" sent out his letter of claim dated August 5, 1953 (Pl ex. 52). He testifies further:

"After approximately two weeks had passed from the time I wrote the letter of August 5th to Mr. Baldock, and we had not received an answer from him, I drove to Salem and interviewed him in his office and asked him if he would go to the project with me, which he agreed to do. We had a short discussion of the situation in his office." * * * *

"On August 24th, I picked up Mr. Baldock here at Salem in the morning, and he, in company with a construction engineer named Forrest Cooper, an employee of the Department, and myself, drove to the Low Pass project and returned to Salem that afternoon."

(It was during this visit that Mr. McDougall claims Mr. Baldock called the sandstone in the Big Cut "jetty rock.")

Mr. McDougall then testified that Mr. Baldock made no commitments but:

"He simply stated that the claim would be acted upon in due course by the legal counsel for the Department, and we would not receive an answer until after the next meeting of the Highway Commission."

He then testified that over one month later on October 1, 1953, he finally received a rejection letter from Mr. Baldock (plaintiff's exhibit 54).

However, during the August 24, 1953, visit or shortly thereafter permission was given Mr. McDougall to change the slopes at the 130-foot level from 1 to 1 to ½ to 1, thus obviating the shooting and excavating of 25,000 to 30,000 yards of rock.

Such then, is the plaintiff's testimony in the record on the matter of timely notice of claim. To restate his theory on this phase he says that major drilling did not begin until about May of 1953, that in May, June and July of 1953 he was in negotiation with the State Highway Commission looking toward an adjustment for greater costs incurred than anticipated.

What does the record show by way of rebuttal of Mr. McDougall's long and carefully worded statement of the sequence of events through May, June, July, August, September and October of 1953! To begin with, each member of the Cost Analyst Department, except Mr. Paulsen, testified that he was not at the office of Mr. McDougall in Portland during the months of May, June or July, 1953. Mr. Paulsen testified he was there on July 24, 1953, with Mr. Clymer, but not for the purpose of gathering cost data, and no cost data was gathered at that time. Thus, it is clear that Mr. McDougall's testimony of turning over his books to the cost analyst people during that period is at a total variance with our testimony. However, the jury obviously discounted or disregarded what surely appears to be a story "tailored" to fit the desideratum of the hour. It is true that as early as December, 1952, our men were on the job gathering cost data on equipment handling, and even though this was shown to be normal procedure, questioning on cross examination somewhat beclouded the usualness by casting an inference that our knowledge of "unusual conditions" was the real reason. At any rate, it was shown by Mr. George Kayser that the first time during the course of the construction that books of the company were examined was early in August, 1953. He was at the office of Mr. McDougall in Portland with Mr. Clymer - and that date was, in fact, the first time the department made a book inquiry of costs. Mr. Kayser having been called as an adverse witness testified that normally cost data for comparison purposes is not gathered until completion of the job, but that Mr. McDougall's data was gathered initially prior to completion of the entire project. On this phase the following testimony was elicited:

> Question: "You went to Mr. McDougall's office in Portland?"
>
> Answer: "Yes."
>
> Question: "What did you do there?"
>
> Answer: "I obtained the costs from one date to a certain date."
>
> Question: "What date, if you recall? Between what dates?"
>
> Answer: "I wouldn't say for sure; I believe it was from the time they started in the Big Cut. I think it was a period of a couple of months anyway."
>
> Question: "In other words, what you wanted at that time was to start getting his costs and studying the costs that he incurred after he got into the Big Cut, is that correct?"
>
> Answer: "Yes."

Now, what of Mr. Clymer and his authority to do what and when? Through Mr. Paulsen the diary of Mr. Clymer was identified. After argument in chambers upon our offer of the diary in evidence the following stipulation was agreed upon and stated in open court to the jury:

> "Mr. PETERSON: Your Honor, so that the jury will know, relative to defendant's exhibit X, the parties have stipulated that this diary, which is exhibit X, does not contain any

> references between May - the last week of May, 1953, or the month of June or the month of July, save and except July 24, showing any visit by Mr. Clymer to the office of Mr. McDougall."

Surely, by this time the jury should have realized that the testimony of Mr. McDougall about our gathering cost data from his books prior to August of 1953, was at least clouded by severe doubts. The jury gave no credence to this testimony.

But Mr. Clymer did, in fact, contact Mr. McDougall. When, where and for what specific purpose is the difficulty. Mr. McDougall says that Mr. Clymer came to the McDougall office the last week in May and early in June, 1953. We have only Mr. Clymer's diary entries to rebut that testimony. Late in June Mr. McDougall asserts occurred a third meeting with Mr. Clymer at the latter's office in Salem. We had no way of rebutting this statement. During July of 1953, Mr. McDougall claims a fourth discussion with Mr. Clymer by telephone, duringwhich, as shown by quoted testimony above, Mr. Clymer announced to Mr. McDougall there was nothing he, Mr. Clymer, could accomplish and that Mr. McDougall should make his claim under 8-11. This stands uncontradicted, Mr. Clymer having passed away prior to trial.

Mr. Paulsen testified that he accompanied Mr. Clymer to the office of Mr. McDougall at Portland on July 24, 1953. His diary entry and that of Mr. Clymer substantiates this. Mr. Paulsen, other than that date, was not at the office of Mr. McDougall. Concerning July 24, 1953, Mr. Paulsen says:

> "I accompanied Mr. Clymer to the office at the request of Mr. Smith to ascertain the extra cost, if any, that would be entailed by Mr. McDougall if we put on a two-foot, approximately a two-foot blanket of rock over the entire project for strengthening purposes."

Mr. Paulsen testified further that no cost data was taken from the books of Mr. McDougall on that date by either himself or Mr. Clymer.

What was the extent of Mr. Clymer's authority in dealing with Mr. McDougall? Let us look at the testimony of Mr. Williams as an adverse witness for Mr. McDougall: (Tr. 538)

> Question: " * * * Was there, to your knowledge, any consideration of changing the subbase of this highway from the eight inches of required crushed rock to two or three feet of rock from the Big Cut? Was consideration ever given to that change, Mr. Williams?
>
> Answer: "Yes, near the end of the job, consideration was given to whether or not it would be possible to use some of the materials to provide an extra thickness of base, to thus decrease the amount of crushed base that would be required."

Question: "Yes sir. WAS MR. CLYMER THEN AUTHORIZED to make a STUDY of that situation cost wise or otherwise, do you know?"

Answer: "Yes, he was."

Mr. Smith also testified on this subject as follows: (Tr. 1021)

Mr. Lindas:

Question: "During the construction of the project on the Low Pass, Mr. Smith, I think you stated that at that time you were construction engineer, and the office of cost analyst was under your supervision?"

Answer: "That's right."

Question: "Will you tell the jury whether or not at any time you ever directed Mr. Ed Clymer to negotiate a settlement on the claim, the subject of this action, with him."

Answer: "No, I think - that word 'negotiate' is a very severe word. I don't think Mr. Clymer or I were ever trusted with negotiations of claims. I think that is only the prerogative of the State Highway Engineer or the Deputy. Mr. Clymer or I could get information leading to the adjudication of claims, and Mr. Clymer very frequently got the preliminary data on the cost involved in the price agreements, or something like that, but to adjudicate a claim - he didn't have the authority to assign any one or to do anything like that. As I stated before, I didn't know there was any claim coming up until after the 5th of August, so I couldn't assign him to study the claim."

Question: "There is testimony in this case that he was up there on July 24th as a result of your instructions. Did you, in fact, send him up there on the 24th of July, Mr. Smith?"

Answer: "That's right, he went up to see if he could NEGOTIATE for placing some additional surfacing on the road."

Question: "Would you just briefly tell us the reason he was sent up on that occasion?"

Answer: "We were then, and all other states, about that time greatly increasing the thickness of the surfacing, and Mr. Edwards got worried about the shallow surfacing we were using, which was in accordance with our past practice, and he sent in samples and it was determined under our new scheme of things that it wasn't adequate. He had been NEGOTIATING somewhat with Mr. McGary on a price, and couldn't reach a price that was fair, so he asked me if Mr. Clymer could go up and see what he

> could do, and that is the only occasion that I can remember, that I authorized Mr. Clymer to go there."

On the matter of using some of the sandstone being taken from the Big Cut for additional subsurfacing as mentioned above by Mr. Smith, Mr. Edwards has the following to say, in part: (Tr. 886 et seq.)

> "* * * It is standard practice with me, after a piece of highway grade has been completed or nearly so, to retest the grade as constructed to determine if the surfacing which we have designed in the original design is going to be adequate. Now I did this on this project, on the westerly portion of the project.
>
> "The westerly portion of the project was completed substantially in July - or in the fall of 1952, up to a point where application of surfacing material was to take place. I checked the soils and had samples taken of the soils and submitted them to our laboratory, and they reported back with, I think, a report on nine samples that we needed a base and surfacing depth varying from 17 to 21 inches. Our original design was only 13 inches, and consequently it was necessary on the basis of these tests and the information given me, to determine some method of securing additional surfacing materials, or additional reinforcement of that subgrade, or application of materials which would be or more stability so that our 13 inches of surfacing would be adequate. Those tests were taken in May or June, I believe, of 1953."

* * * *

> "Then on my next trip to the project I discussed with the contractor's people the possibility of taking some of the sandstone which was being encountered in the Big Cut and placing it on the subgrade which had been completed the year before, because of the fact that the sandstone would have more stability and would, in effect, then provide enough reinforcement so we would not need to increase our surfacing depth"

* * * *

Question: "Was that blanket finally put on sir?"

Answer: "No. It was not."

Question: "And why wasn't it?"

Answer: "In the - we later resampled again, on July 31. We resampled again - let's see - seven samples, and had them tested in the laboratory, and they REVISED THEIR OPINION and stated that it would not be necessary to reinforce the subgrade, and consequently we forgot the whole matter."

Cross examination by Mr. Biggs in part: (Tr. 889)

Question: "* * * You got your report of the testing after you had been unable to agree on price, so the discussion was unnecessary?"

Answer: "That is correct."

Question: "You started considering that plan when, Mr. Edwards?"

Answer: "The first samples were reported back to me on June 5th of 1953."

Question: "When would you have sent them in?"

Answer: "The correspondence which I have here doesn't indicate the date on which they were submitted, but they would have been submitted some two or three or possibly four weeks prior to that time."

Question: "You got them back on June 5th, so in all probability you sent them in sometime around the first of May?"

Answer: "Probably. I could determine that date if you wish."

On the matter of notice of claim and the timeliness and adequacy thereof the foregoing, I believe, sets out the most pertinent testimony. Several aspects stand out in bold relief:

1st: We were unable to rebut the four claimed interviews between Mr. McDougall and Mr. Clymer - when had, place, what was said and that no one else was present in the room that could or did hear such conversations. THIS IS A SERIOUS DEFECTION.

2nd: By our own testimony certain conversations were, in fact, had with Mr. McDougall as well as with Mr. McGary concerning use of the rock "encountered", as mentioned by Mr. Edwards, in the Big Cut. This would have involved a change in the contract, and would have permitted use of rock from the Big Cut and stockpiling rock available at the Horton Quarry.

3rd: Mr. Clymer did, in fact, at all events have authority to negotiate with Mr. McDougall - it is only the ultimate and complete purpose that is disputed in the testimony.

4th: We did examine the books of Mr. McDougall prior to the completion of the job - and that prior to the date of the filing of the written claim. The normal procedure is to examine books of the contractor only after completion of the job.

5th: Use of rock from the Big Cut was first considered by Mr. Edwards during the month of May, 1953 - the time of heavier blasting operations.

Additionally, it is beyond dispute, of course, that the Department, through its field engineers, were fully cognizant of the conditions in the Big Cut as the work progressed. Mr. Putnam so testified and said further at page 987 of the transcript:

Question: "So that you knew from the beginning, from the time they struck rock, you knew from there on down just exactly what the conditions were as they were developing. Is that correct?"

Answer: "Yes."

Question: "And did you report those in any greater detail to your superiors than your weekly reports indicating when the drilling and blasting started and how it was carried on?"

Answer: "We discussed the fact that HE WAS HAVING AN AWFULLY ROUGH SHOW, as we stated it."

Question: "You discussed that with your superiors?"

Answer: "Just as a topic of conversation we talked over what he was hitting on the job."

Mr. Edwards also testified of his personal knowledge of the progress of the work and the developments as they occurred. In this connection Mr. Williams said in his testimony at page [illegible]:

"* * * 'The materials were harder to handle than we had anticipated.'"

Here, again, on the subject of written notice of claim, from the standpoint of an appellate tribunal the face of the record itself would be readily susceptible of the conclusion that Mr. Climer did, in truth, discuss with Mr. McDougall contract adjustment matters dealing with additional costs incurred because of "unusual conditions". It is my belief that the Supreme Court would do just that. The appellate court would then take the next logical step and find that filing a written claim during such negotiations unnecessary under 8-11.

Two more thoughts seem apropos concerning the record the Supreme Court will have before it on appeal: First, during the course of the trial on cross examination of Mr. Baldock, the trial court required the witness to disclose that since the filing of claim by Mr. McDougall the form of our contract had been revised deleting 8-11 therefrom. Objection was made of course. The trial court later instructed the jury to disregard this testimony, which technically is supposed to correct the error. However, the jury had the story, and it is in the record as well. The second observation concerns a statement made by Mr. Biggs during one of the numerous arguments in chambers concerning what he called "admissions" made by one or more of the State Highway Commissioners to Mr. McDougall concerning liability of the State in this case. (See prior quotation herein underscored on pages 6 and 7.) The justice writing an opinion on appeal will undoubtedly note and mark this gratuitous statement of Mr. Biggs.

It may well be that Mr. Lindas has available authorities persuasive enough to induce the appellate court to see our theory that the contractor is bound by a contract that, in effect, says that certain provisions relative to shrink and swell cancel out the reference to "plans" in 8-11, and that notice called for in 8-11 is irrevocably controlled in all circumstances by another provision of the contract requiring that notice to be in writing. Or to put it another way, when we changed our procedure from classified to unclassified bidding and presumably at that time also inserted in our contracts clause 8-11, was that section so adopted for the protection of the bidder? If not, what then is the purpose of 8-11, and under what circumstances would it be operative? Such inquiries will, in all likelihood come from the Supreme Court hearing arguments on appeal. Do the decisions we will use involve a clause similar to 8-11 and unclassified bids? Such decisions will be absolutely essential, and must be very respectable as well. Absent such authorities it seems inescapable on the record that this is not a "good" case to press the legal points we seek to establish on the law books of this State.

We have had an adjudication. We are not obliged to do more for the protection of disbursements of public funds. Indeed, under the unfortunate facts of our situation to pursue the theme to an ultimate set of adverse rulings on 8-11 would be doing a disservice to the public in our future handling of trust funds under such a clause as 8-11.

This writer enjoys competition - a good fight, but on the factual setup here we are definitely not in a good position to come out on top. Moreover, what is infinitely worse than losing this particular decision is the strait-jacket in which we will have to operate when, and if, 8-11 is replaced in our contracts. This eventuality may well occur - if not through pressure upon this or a subsequent commission, then perchance by legislative action. Yes, looking at the overall picture, wisdom should dictate that we quietly pay this judgment, but not forget it.

A Bill of Exceptions has not been prepared. If the decision to appeal the judgment is final, it is suggested that Notice of Appeal be filed shortly, and an extension of time (say to April 15) be secured in which to settle the Bill of Exceptions.

Yours very truly,

Charles Peterson
CHARLES PETERSON
Assistant Attorney

CP:aj

P.S. It is noted that transcript of the proceedings for Friday, January 20, 1956, (Vol. X) is not at hand. It covers the last one or two rebuttal witnesses, I believe, for the plaintiff.

March 14, 1956

RECEIVED
FEB 20 1956
FOR FILING

E. UNIT, BEAR CANYON-STATE LINE SECTION, US99:

	Excavation	Embankment	[illegible]
Construction	429,412	492,705	14.7% Swell
Plans	401,839.0	412,318	2.6% Swell

CHROME PLANT-CEDAR POINT SECTION, US101:

	Excavation	Embankment	Factor
Construction	347,249.2	292,268.7	1.1881 or 18.8% Shrink
Plans	298,479	236,965	1.2595 or 26% Shrink

JUDKINS POINT-GOSHEN SECTION, US99:

	Excavation	Embankment	Factor
Construction	695,693	738,692	.9418 or 6.2% Swell (Average)
Plans	615,047	671,827	.915 or 9.2% Swell (Average)

CANNON BEACH-ARCADIA SECTION, US101:

	Excavation	Embankment	Factor
Construction	421,311.30	367,406.60	1.1467 or 14.67% Shrink
Plans	324,759	271,598	1.1955 or 19.55% Shrink

ANLAUF-ELKHEAD SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,184,232	1,076,517	1.10 or 10% Shrink
Plans	1,057,710	954,926	1.1076 or 10.76% Shrink

DEADY-WINCHESTER SECTION, US99:

	Excavation	Embankment	Factor
Construction	604,799	638,665	0.9468 or 5.6% Swell
Plans	607,388	574,618	1.057 or 5.7% Shrink

FAIRGROUNDS ROAD-SHADY SECTION, US99:

	Excavation	Embankment	Factor
Construction	537,631	502,998	1.069 or 6.9% Swell
Plans	533,112	523,689	1.02 or 2% Shrink

GLENDALE JUNCTION-WOLF CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	1,058,619.9	1,045,718.8	1.012337 or 1.23% Shrink
Plans	947,115	1,102,028	0.8594 or 11.64% Swell

CIRCLE BRIDGE-SUMMIT SECTION, US101:

	Excavation	Embankment	Factor
Construction	268,296.7	242,561.5	1.1061 or 10.61% Shrink
Plans	243,973	203,893	1.1966 or 20% Shrink

NEWPORT-TOLEDO SECTION, US20:

	Excavation	Embankment	Factor
Construction	963,553	868,059	1.11 or 11% Shrink
Plans	972,057	810,050	1.20 or 20% Shrink

SOUTH UNIT, SISKIYOU-BEAR CANYON SECTION, US99:

	Excavation	Embankment	Factor
Construction	373,005	414,881	0.8991 or 11.227% Swell
Plans	372,933	386,582	0.965 or 3.66% Swell

DELMAR-COALEDO SECTION, US101:

	Excavation	Embankment	Factor
Construction	445,602.8	383,933.5	1.1606 or 16.06% Shrink
Plans	355,432.0	323,620	1.0983 or 9.83% Shrink

NEIL CREEK-BARRON CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	453,709	539,872	.8404 or 18.8% Swell
Plans	399,379	375,931	1.062 or 6.2% Shrink

ASHLAND-NEIL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	185,436	192,143	.965 or 3.62% Swell (Average)
Plans	194,150	200,327	.969 or 3.18% Swell (Average)

TORRENT CREEK-WALL CREEK SECTION, US99:

	Excavation	Embankment	Factor
Construction	187,666.7	204,049.3	0.9197 or 8.73% Swell
Plans	178,293	193,136	0.92315 or 8.32% Swell

RECEIVED
FEB 6 1956
FOR FILING

[illegible]

[illegible]

February 2, 1956

Mr. Roy A. Klein
5919 N. Villard Avenue
Portland, Oregon

Dear Mr. Klein:

I have OK'd and put through for payment your statement for engineering services and expenses in the case of Natt McDougall Company vs. Oregon State Highway Commission, Low Pass Section, Siuslaw Highway, Lane County.

I had fully expected you to be one of our witnesses, and was somewhat disturbed to find that the attorneys had decided not to subpoena you, inasmuch as in my opinion you would have made a most excellent witness.

I again want to thank you for reminding me of the speaking engagement that I had last Thursday, and we all enjoy our contacts at luncheon on the days the Commission meets.

With warmest personal regards, I remain

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

(Mr. Klein's letter and statement referred to Enfield)

~~PHONE ATWATER 8169~~

ROY A. KLEIN
CONSULTING CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
MEMBER AMERICAN SOCIETY OF
CIVIL ENGINEERS

Telephone BU 9-6360
5919 N. Villard Ave.
~~ROOM 1112 FAILING BUILDING~~
PORTLAND, OREGON

January 30, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Re: Natt McDougall Company vs.
State Highway Commission

Dear Mr. Baldock:

You will recall the circumstances of our conversation in August, 1954 in which you asked me to appear as an engineering witness for the state in the above captioned litigation involving a grading contract on the Low Pass Section of the Siuslaw Highway in Lane County. I agreed to make a field investigation of the project and advise if I could consistently serve the Department.

Shortly afterwards, Mr. H. G. Smith called me on the telephone and arranged for a field trip. On September 22, 1954, I made this trip from Salem to Low Pass with Messrs. Morgan, Scott and Towle and we met Messrs. Edwards and Putnam on the project. I examined the summit cut particularly, both from the roadside and from above on the old road, also the adjacent embankments. The accompanying engineers advised me of the construction details and I noted especially the stratification of the shale and sedimentary rock and especially the large amount of weathering that had occurred on the 1/4 to 1 slopes.

On my return to Salem I discussed the project with Mr. H. G. Smith. He supplied me with a copy of the contractor's complaint, plans, specifications, special provisions and bid tabulations for the project, also copies of the engineer's reports.

Sometime later I met you in Portland at a Commission meeting and reported to you as I had to Mr. Smith that in my opinion the state had a good case and I would recommend defending the state's position.

The case then lay inactive for several months but after I was advised that it was to come to trial in January, 1956, I spent some time reviewing the pertinent project documents in order to prepare myself for court. On December 23, 1955 your attorney, Mr. Peterson called on me in Portland and I gave him my viewpoint on certain phases of this case.

At Attorney Peterson's request, I held myself available for call during the trial period but probably my testimony was not needed in the legal strategy, as I was not called as a witness. I had, however, as above related, spent some time on the case and incurred some travel expenses which I believe justifies the submission of my claim for professional engineering services and expenses in the amount of $207.96. The same is attached for your approval.

Very truly yours,

Roy A. Klein

ROY A KLEIN

RAK:g
Ecl.

RECEIVED
FEB 1 1956
OFFICE OF
STATE HIGHWAY ENGINEER

PHONE ATWATER 8269

ROY A. KLEIN
CONSULTING CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
MEMBER AMERICAN SOCIETY OF
CIVIL ENGINEERS

Phone BU 9-6360
5919 No. Villard Ave.
~~[illegible]~~
PORTLAND, OREGON

January 30, 1956

STATEMENT

Oregon State Highway Commission
Salem, Oregon

For professional engineering services and expenses in the case of Natt McDougall Company vs. Oregon State Highway Commission, Low Pass Section, Siuslaw Highway, Lane County.

Sept. 22, 1954	Field Inspection of summit cut, Low Pass Project	$ 100.00
Dec. 23, 1955	Study and Review of project documents and conference with State's Attorney	100.00
Sept. 21,1954	Bus fare Portland to Salem, round trip	2.56
" " "	Hotel Room at Salem	3.50
Sept. 22,1954	Breakfast at Salem	.90
" 22, 1954	Lunch at Corvallis	1.00
	Total -	$ 207.96

OK

2/1/56
Payment being processed Pauline Welch

NOTED
W. C. WILLIAMS

FORM E-100 [illegible] REVISED [illegible]

2 F

8

RECEIVED
FEB 21 1956
FOR FILING
BF-10-1(2)
3754

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

January 24, 1956

Mr. Glaisyer

Oregon State Highway Commission

Re: Report of trial of Natt
McDougall Company v. State
Highway Commission
Case No. 41131
Our File: L-2189
Low Pass Section
Siuslaw Highway

Gentlemen:

You will recall that the above case arose out of Contract No. 3754, which provided for grading and paving of the Low Pass Section of the Siuslaw Highway in Lane County. That contract was awarded to the Natt McDougall Company on July 10, 1952, the bid and contract price being $753,510.00. The bid and contract price for excavating an estimated 847,000 cubic yards of unclassified material was forty-five cents per cubic yard. It was contended by the Natt McDougall Company that this bid was based upon representations by the State to the effect that the material to be excavated was soft and capable of removal by shovel, whereas in fact it was hard and required blasting at a cost of approximately $1.06 per cubic yard. It was contended by the Natt McDougall Company that the State was obligated to modify the contract price pursuant to the following section of the contract:

> "8-11. Changed Conditions
>
> "Should the contractor encounter, or the engineer discover during the progress of the work, subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, the attention of the engineer shall be called immediately to such conditions before they are disturbed. The engineer shall thereupon promptly investigate the conditions,

C. C. K.

> and if he finds that they do so materially differ, the contract may be modified by the engineer to provide for any increase or decrease of cost and/or difference in time resulting from such conditions."

The claim of Natt McDougall Company was rejected and action was instituted against the State for the purpose of recovering the sum of $296,350.18. At the time of trial the plaintiff amended its complaint to demand recovery of the sum of $274,116.06. The case came on for trial on January 5, 1956, in the Circuit Court for Marion County, before the Honorable Val Sloper. Plaintiffs were represented by Mr. Hugh L. Biggs and Mr. Fletcher Rockwood, both of Portland; while the State was represented by Mr. Leonard Lindas and Mr. Charles Peterson, both of this office.

It was our contention, briefly speaking, that the conditions encountered by plaintiff in the course of his work were not "materially differing from those shown on the drawings or indicated in the specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications, ..." It was also our contention that in any event it was incumbent upon the contractor to immediately call the conditions to the attention of the State Highway Engineer before disturbing such conditions and to do so by written notice. This contention was based upon Section 5.9 of the Specifications and Contract Agreements, which provides that "Wherever in these specifications the contractor is required to notify the engineer concerning the progress of the work, or concerning any complaint which he may have to make, or for any other reason, it shall be understood that such notification is to be made in writing, delivered to the engineer or his representative in person, or mailed to the office of the engineer."

Evidence was introduced to show that written notice of the conditions encountered was not given to the State Highway Engineer until August 5, 1953, whereas the contractor first encountered the conditions in February of 1953. Evidence was also introduced to show that the conditions encountered by the contractor were not of an unusual nature differing materially from those ordinarily encountered, and, furthermore, that the conditions did not materially differ from those shown on the drawings or indicated in the specifications. The theory of the plaintiff, however, was that the notice to the Engineer need not be given in writing and also that the subsurface conditions did materially differ from those shown on the drawings or indicated in the specifications. The Judge adopted the plaintiff's theory of the case and ruled that Section 8-11 of the Specifications and Contract Agreements stood alone and notices under that section need not be in writing.

The Judge also permitted introduction in evidence of the State's cost estimate, which was in the amount of $741,000.00 or some $12,500.00 less than the bid of the plaintiff. It was argued, of course, by the plaintiff that the amount of this estimate revealed that the conditions encountered by the contractor were not expected but were a surprise to the State. In view of the Court's rulings and his adoption of the plaintiff's theory of the case, a verdict in favor of the plaintiff was almost inevitable.

The trial of the case continued through January 23, 1956, on which date final arguments were made to the jury. After deliberating approximately six hours the jury returned its verdict in the amount of $148,556.79.

The basic principle established by this case is that a contractor who fails to make a profit on a construction contract awarded to him by the State may institute legal proceedings and in practical effect raise the amount of his bid price by recovering additional compensation. This principle, if it became firmly entrenched in the law of this state, could completely defeat the ends now obtained by competitive bidding. As noted above, the contract price in this case was the sum of $753,510.00. Eight other bids were received, ranging from the low bid of $753,510.00 to a high of $1,076,826.00. With the sum of $148,556.79 added to the contract price of Natt McDougall Company, the price for this project is some $52,846.00 more than the fifth lowest bid.

It should be pointed out that Section 8-11 of the Specifications and Contract Agreements which form the basis for this action was omitted from the latest edition of the Standard Specifications for Highway Construction which was issued on May 1, 1954, and is currently being used and has been in use since August 9, 1954. I am informed, however, that there are some thirty-five contracts in which final estimates have not as yet been approved by the contractor and final payment has not therefore been made, in which contracts the old form of standard specifications was used, including Section 8-11 quoted above.

It is my opinion that several rulings of the Court in this case, particularly the ruling that the notice need not be given in writing, constitute prejudicial error and justifiable grounds for appeal to the Supreme Court. In view of the possible far-reaching and damaging effects of this decision, it is respectfully recommended that you authorize and direct that an appeal be taken to the Supreme Court of the State of Oregon.

Mr. Lindas and Mr. Peterson, who represented the State in this case, have devoted their entire energies and have worked night and day and weekends for over two months in preparing for and in the trial of this case. In doing so they have received the complete and whole-hearted cooperation from all members of the engineering staff. Notwithstanding the unfavorable verdict of the jury in this case, I feel that the State Highway Engineer and his assistants and Mr. Lindas and Mr. Peterson are entitled to commendations for their strenuous efforts through this difficult case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

RLM/mlk
cc: Mr. R. H. Baldock
✓ Mr. H. B. Glaisyer
Mr. C. H. Maison
Mr. Robert Y. Thornton

RECEIVED
JAN 23 1956
FOR FILING

Salem, Oregon
January 20, 1956

McDougall Trial

Mr. L. I. Lindas
Office

It is my opinion that three or four times in the argument, in order to accentuate it and to impress the jury, you should tell them the essential features in this trial. It is the story of a highway contractor who lost money and when he realized that he was losing money he sought a method by which he could present a claim to recover his losses from the State.

He now professes to have been fooled from the start and claims additional compensation under the General Provision in the contract, paragraph 811, "Changed Conditions", and has based his whole case upon that clause that there were subsurface or latent conditions materially differing from those shown on the drawings or indicated in the specifications. He ignores the fact that if he wished to make a claim based upon this condition that the Engineer should be notified before the conditions were disturbed. On the contrary, the contractor did not notify the Engineer until he was about halfway through the cut, which further emphasizes the fact that it was an afterthought and that in all probability his attorney, in seeking some method to recover, had called his attention to this paragraph.

The contractor's plan is further evident by reason of his attempting to bolster up the argument by means of the angle of the slope of the cuts and the shrink factor to create the impression that he could reasonably expect the material in the cut to be common materials. Nearly all the contractors who testified, testified they did not expect anything but rock in that backbone, and any prudent contractor would have reached this logical conclusion, particularly when it was supported by the drill log in which the geologist showed alternate layers of hard limestone and shale.

If the State would pay the claim he asks, the contractor would now receive a much greater sum of money than a number of other contractors bid and put up their bond; for instance, Mr. Kuckenberg, who testified and stated that he assumed the material to be rock. His bid was only about $68,000 more than McDougall's and undoubtedly he would have finished the job, made a nice profit, and there would have been no claim against the State, yet Mr. McDougall has the audacity to come in and ask for $274,000 more from the State to bail him out of a situation that he reached by reason of his own incompetency. By his own evidence, he spent nearly $100,000 more for haul than his bid, so that at least $100,000 of his loss is due to his method of procecure. As far as that goes, the $274,000 claim is evidently much more than his loss and has been padded out of all reason.

Our plans and specifications are carefully worked up to place the full responsibility for determining the character of material and the method of excavation directly upon the contractor, and no representation or guarantee is made as to the classification of the material. This, after all, was an unclassified job. Now the contractor tries to make it a classified job of rock and common or digable materials. He is trying to put language in the contract that does not exist.

In former days, the Department endeavored to classify the materials, but since most of the contractors bid all classifications at the same rate, the method was changed to call for unclassified bids. Grading contractors become especially skilled in judging the character of material to be found in excavation and wish to assume the risk inherent thereto. The entire practice of grading construction is based upon the assumption of such risks by the contractors, who are essentially gamblers and obtain may of their jobs by outguessing the other contractors in the manner of estimating the character of materials, the cost of the work, and particularly by developing better methods of handling materials. Many contractors never consult with any of the engineers in bidding a job.

The specifications of 1:1 slope and the determination of the shrinkage factor are not considered a representation as to the classification of the material to be encountered, and this is the first time in the hisyory of the Highway Department that anyone ever made such a claim. Sedimentary rocks have such variable characterists with respect to shrinkage or swell that it is almost impossible to accurately forecast it. Likewise, in general, sedimentary rocks weather so badly that it is rather foolish to stake a slope on less than 1:1. In this case it would have been highly dangerous. Mr. McDougall states that he did not open up the cut on the east end with a high slope of 100 feet or more because of the danger, yet his own witness testified, and he agreed, that the slope could be ½:1 or even vertical through the same cut through the same sandstones. He claims that he could not do this because of the hazqrd to workmen. It seems inconsistent that he would advocate a type of slope that would be hazardous to all the people driving over the highway.

To sum the matter up, there was no change in the characteristics of the material. All the evidence pointed to the fact that this sharp ridge would be hard rock. Any person of judgment that had been engaged for years in grading construction would have known it without any special geological knowledge. It is our opinion that McDougall knew it too, but when he started losing money, he tried to seek a means of recompense.

R. H. Baldock

RHB:hi

RECEIVED
JAN 30 1956
FOR FILING

file

CF-1[illegible](2)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 13, 1956

SUBJECT: Natt McDougall Company
v. State Highway Commission
Case No. 41131
Our File: L-2189
Low Pass Section
Siuslaw Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

It is necessary that we get word to the witnesses in the McDougall case that they will not have to be in Salem Monday, the 16th, at 9:30 A.M., as indicated by the subpoenas which were served on them.

Mr. Baldock suggested that Mr. Enfield request you to contact them by telephone this morning and tell them they do not have to be in Salem early Monday, but that we must know where we can get in touch with them on short notice. We should know where they will be all day Monday and all day Tuesday and where they can be reached by telephone. Please request that they keep in touch with the telephone number which they give us as we will expect to be able to contact them promptly at any time and secure their attendance at Court in Salem within a matter of two to three hours thereafter. Mr. Enfield said for you to tell them to have "a car standing by with engine running".

The following are the gentlemen to be notified:

Don Hall, E. C. Hall Co., 12012 S. W. Barbur Blvd., Portland - Mercury 9-1116. in person
Charles Parker, Parker-Schramm, 200 Builders Exchange Bldg., Portland - Capitol 8-4375. left message
Henry A. Kuckenberg, 11104 N. E. Holman St., Portland - Alpine 3-7533. [illegible]
Chas. McInroe, Rogers Construction Co., 11760 N. E. Glisan, Portland - Alpine 4-5517. ok
Leonard Runkel, Fred H. Slate Co., 7805 S. W. 40th Ave., Portland - Cherry 4-1112. ok
T. H. Schaeffer, McNutt Construction Co., 827 Mill St., Springfield - ~~Eugene 4-4257~~. Springfield [illegible] (left message)

All called by phone or contacted in person.

Pauline Welch
Secretary to C. W. Enfield

PW/mlk
cc: Mr. Forrest Cooper

FOR FILING

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1956

SUBJECT: Natt McDougall Company
v. State Highway Commission
Case No. 41131
Our File: L-2189
Low Pass Section
Siuslaw Highway

To: Mr. Charles Peterson
Assistant Attorney
Office

In response to your telephone call after lunch today, I talked with Mr. Williams and he advised me that it is not the practice for the Highway Department or its employees to release information concerning the Department's estimate to bidders in advance of the date of the call for bids. Mr. Williams further advised that any such practice would not be condoned and in fact would be almost impossible to put into effect even in a limited scale for the estimates are not prepared in final form more than three or four days in advance of the date of opening of bids and even then the knowledge of the amounts of such estimates are limited to not more than four or five persons, all of whom are senior members of the engineering department.

Mr. Williams suggested that the paper testified to by Mr. McDougall that supposedly was given to him by Mr. Kayser in 1953 was not a copy of the Engineer's estimates for projects for which bids were called for opening at the next meeting of the Commission but rather that such paper was a copy of the Commission's construction program, which program is revised monthly, setting forth the construction projects programmed for the following twelve months and which program contains upon its face the amount of money that the Highway Commission has budgeted for the particular project.

These construction programs are not confidential in nature and are usually two or more times a year published in newspapers so as to inform the public of the future construction programs of the Highway Department, which published information includes the moneys appropriated for each of the several projects.

The amounts of money set forth on the program with respect to each of the several projects is in no way reflective of the Engineer's estimate, but rather is a sum of money that the Highway Commission has set aside in its construction budget for the particular project and many times includes, in addition to the tentative estimate of cost of a particular grading or paving project, sums of money for such things as structures (bridges, cattle passes, etc.), relocation of railroad facilities, removal and relocation of utility facilities, landscaping, extra work orders and work to be done by the State's own forces.

For your information there is included herewith two copies of such program, entitled "Schedule of Contract Lettings" for the period from September, 1955, through April, 1956, and later.

I talked with Mr. Kayser in the presence of Mr. Williams. Mr. Kayser advised me that he has never given to Mr. McDougall a copy of the Engineer's estimate and that he neither gave nor offered to Mr. McDougall estimates in 1953 as testified to by Mr. McDougall and further that in his position in Portland in 1953 he did not have access to estimates and had no knowledge of the same. Mr. Kayser said that he may have given to Mr. McDougall a copy of a "Schedule of Contract Lettings" (the Commission's construction program for the forthcoming months); however, he does not have actual recollection of having done even this.

I wish to emphasize that the sums of money set forth upon the "Schedules of Contract Lettings" are not the Engineer's estimates for the several listed projects but rather are allocations of moneys in the budget made by the Commission for the projects, which moneys frequently include many things other than things embraced by particular grading or paving contracts. Mr. Williams can testify with personal knowledge concerning the preparation and purpose of "Schedule of Contract Lettings", although I have not discussed with him the probability of his testifying to this matter.

C. W. ENFIELD
Chief Counsel

CWE/mlk
✓ cc: Mr. W. C. Williams

SCHEDULE OF CONTRACT LETTINGS

September 22 and 23, 1955

1.	Dolph Corner-Rickreall Section: Grading	56 FA	$ 124,200
2.	Burrell-Vale Section: Bridge, Grading & Paving	57 FA	228,100
3.	Banfield Expressway: 102nd Ave.-Fairview Section, Roadside Improvement	54 FAU	18,800
4.	Banfield Expressway: Union Ave.-42nd Ave. Section, 33rd Ave. Structure, Grading & Paving	56 FAU	200,400
5.	Myrtle Creek-Canyonville Section: Fords Bridge Unit, Grading	56 FAI	323,500
6.	Meacham-Glover Section: Grading	(57 FAI	488,000
		(57 FA	529,900
7.	Olds Ferry-Ontario Section: Grading & Paving	57 FAI	1,277,500
8.	Goshen-Divide Section: Coast Fk. Willamette River-Divide Unit, Divide O'xing Structure	Bond	111,400
9.	Divide-Rice Hill Section: Guard Rail	Bond	34,800
10.	Divide-Rice Hill Section: R/W Fence	Bond	29,600
11.	S. Umpqua River-Myrtle Creek Section: Guard Rail & Sight Posts	Bond	61,900
12.	Shady-Canyonville Section: Shady-Booth Ranch Unit, Structures (3)	Bond	151,200
13.	Banks Interchange Section: Structure, Grading & Paving	55 FAS	163,100
14.	Beaverton (Hwy. Jct.-12th St.) Section: Grading & Paving (Co-op)	55 FAS	113,400
15.	Yamhill River (Dayton) Bridge	55 FAS	332,000
16.	Washington Co. Line-Hillsdale Section: Grading & Paving	(56 FAS	222,000
		(56 FAU	142,100
17.	Havana Section: Bridge, Grading & Paving	57 FAS	103,700
18.	Yokum Bridge Section (FAS 244-Douglas Co.): Bridge, Grading & Surfacing	56 FAS-C	163,800
19.	Hellgate Canyon Section (FAS 594-Josephine Co.): Grading	56 FAS-C	119,100
20.	Odell Jct.-Dukes Valley Jct. Section (FAS 661-Hood River Co.): Grading & Oiling	56 FAS-C	36,300

December 16, 1955

September 22 and 23, 1955 - Continued

21.	Fairfield Jct.-Hopmere Section (FAS 159-Marion Co.): Grading & Paving------------------------	57 FAS-C	$ 86,100
22.	Weston-Weston Mtn. Section: West Unit, Guard Rail------------------------	55 State	15,300
23.	Holman Park Latrine------------------------------	Pk.Bldg.	4,200
24.	Helmick Park Shelter and Latrine------------------	Pk.Bldg.	7,100
25.	Depoe Bay Building--------------------------------	Pk.Bldg.	85,000
26.	Tumalo State Park Latrine-------------------------	Pk.Bldg.	4,500
27.	Newport Maintenance Building----------------------	Bldg.	16,300
			$5,193,300

SCHEDULE OF CONTRACT LETTINGS

November 3 and 4, 1955

1.	Louse Creek-Grants Pass (Merlin Hill) Section: U'xing Str.-------------------------------------	56 FA	$ 59,200
2.	Coquille-Rink Creek Section: Grading & Paving-----------------------------	(57 FA	333,200
		(55 R.Prod.	15,800
3.	E. Fork Illinois River Bridge------------------------	57 FA	151,000
4.	Helman St.-3rd St. (Ashland) Section: Grading & Paving-----------------------------	57 FA	139,300
5.	Moro-Grass Valley Section: Grading & Paving-----------------------------	(57 FA	428,500
		(55 R.Prod.	7,500
6.	Banfield Expressway: Union Ave.-42nd Ave. Section: 39th Ave. Structure, Grading & Paving------	56 FAU	371,000
7.	Banfield Expressway: Union Ave.-37th Ave. Section: Structure (Doernbecker) Grading & Rock Base-----------------------------------	57 FAU	1,358,600
8.	Anlauf-Shady Section: Illumination-----------------	Bond	87,500
9.	Shady-Canyonville Section: Shady-Booth Ranch Unit, Paving----------------	Bond	470,500
10.	Shady-Canyonville Section: Booth Ranch Unit, O'xing Str., Culvert & S. Umpqua River Bridge------------------------------	Bond	499,700
11.	Willamette River-Hayesville Section: Willamette River-Gervais Unit, Roadside Improvement----------------------	State Bond	23,000
12.	Willamette River-Hayesville Section: Gervais-Chemawa R.R. O'xing Unit, Roadside Improvement----------------------	State Bond	21,500
13.	McMinnville Airport-Dayton Jct. Section: East Unit, Grading & Oiling------------------	56 FAS	277,700
14.	Baker Creek Section (Washington Co.): Culvert, Grading & Oiling--------------------	57 FAS	38,900
15.	Sublimity Gun Club-Stout Creek Section: Grading-------------------------------------	57 FAS	252,100
16.	Millicoma River (Allegany) Bridge Section: Bridge, Grading & Oiling---------------------	57 FAS	159,300
17.	Eagle Rock-Post Section: East Unit, Grading & Paving------------------	57 FAS	162,800
18.	John Day River Bridge Section: Bridge & Grading-----------------------------	57 FAS	148,400
19.	Black Bridge-Richland Section: West Unit, Grading & Oiling------------------	57 FAS	153,800

December 16, 1955

November 3 and 4, 1955 - Continued

20.	Hamilton-Long Creek Section: East Unit, Grading & Oiling-------------------	57 FAS	$ 92,100
21.	Emerson Loop Section (FAS 588-Wasco Co.): Oiling--------------------------------------	56 FAS-C	64,200
22.	Brookings-Morse Ranch Section (FAS 259-Curry Co.): Grading & Surfacing------------------------	57 FAS-C	44,600
23.	Westside-Dry Creek Section (FAS 407-Lake Co.): Surfacing & Oiling--------------------------	57 FAS-C	104,800
24.	Lebanon Traffic Signals----------------------------	55 Min.B.	12,900
25.	Medford Traffic Signals----------------------------	55 Min.B.	7,400
26.	Columbia River-Dufur Rock Production-----------------	56 R.Prod.	26,900
27.	Hunter Creek-Macks Arch Rock Production--------------	56 R.Prod.	28,800
28.	Spring Cr. Hill-Klamath Falls Rock Production--------	56 R.Prod.	21,700
29.	Siskiyou Jct.-Klamath County Line Rock Production---	56 R.Prod.	38,000
			$5,600,700

December 19 and 20, 1955

1.	Pendleton-Pilot Rock Section: Middle Unit, Grade & Pave---------------------	(55 FA (56 FA	$ 135,000 243,300
2.	Lapine-Lenz Road Section: Walker Mtn. Rd.-Lenz Rd. Unit, Chemult R. R. O'xing Structure-------------	56 FA	147,500
3.	Deep Canyon Section: Grading & Oiling-----------------------------	57 FA	466,400
4.	Crescent Lake Jct.-The Dalles-Cal. Jct. Section: East Unit, Grading and Paving-----------------	57 FA	436,500
5.	South Sixth St. (Klamath Falls) R.R. O'xing Section: Structures, Grading and Paving---------------	56 FAU	959,000
6.	Rock Point-Medford Section: Illumination-----------	State Bond	17,200
7.	Boulder Gorge Section: Grading & Topping----------------------------	54 FAS	46,800
8.	McMinnville Airport-Dayton Jct. Section: East Unit, Grade Separation Structures (2)----	56 FAS	129,900
9.	Hinkle-Bucks Corner Section: U'xing Structure, Grading and Oiling---------	56 FAS	174,800
10.	Nehalem River (Birkenfeld) Bridge Section: Bridge, Grading and Stone Base----------------	57 FAS	139,900
11.	Meda Bridge Section: Bridge, Grading and Topping-------------------	57 FAS	94,800
12.	Nehalem River Bridge (FAS 615-Tillamook Co.)--------	56 FAS-C	160,000
13.	Knowles Cr.-Turner Cr. Tunnel Section (FAS 238-Lane Co.): (Co-op) Grading--------------------------	57 FAS-C	793,200
14.	Suntex Junction Bridges (2)------------------------	55 State	33,800

December 16, 1955

December 19 and 20, 1955 - Continued

15.	Division No. 4 Guard Rail	56 State	$ 15,300
16.	Umatilla Bridge Jct.-Hermiston Jct. Section: Grading and Pavement Widening	56 State	50,100
17.	Hunsacker Lane-Fir Lane Section: Traffic Signals	56 Min.B.	9,900
18.	East Springfield Section, Traffic Signals	56 Min.B.	5,900
19.	Willamette Hwy. Jct. Illumination	56 Min.B.	10,200
20.	Ashland-State Line Rock Production	56 R.Prod.	38,600
			$4,108,100

January, 1956

1.	Hess Creek (Newberg) Section: Roadside Improvement	56 FA	$ 10,000
2.	Valley Junction-Sheridan Section: Wallace Bridge-Sheridan Unit, Structures	56 FA	300,000
3.	Tillamook-Donaldson Creek Section: Structures, Grading & Partial Paving	57 FA	530,000
4.	Valley Junction-Sheridan Section: Wallace Bridge-Sheridan Unit, Grading	57 FA	587,500
5.	West Fork-Illinois River Bridge	57 FA	190,000
6.	Myrtle Creek-Canyonville Section: Fords Bridge Unit, Grade Separation Structure	57 FA	46,000
7.	Helman St.-3rd St. (Ashland Section): Bridges (2)	57 FA	86,000
8.	Olds Ferry-Ontario Section: Grade Separation Structure (Sta. 211)	57 FA	40,000
9.	Banfield Expressway: Union Ave.-42nd Ave. Section 21st Ave. Structure, Grading & Paving	56 FAU	147,000
10.	Willamette River (Springfield) Bridge Section: Bridge, Grading & Paving	57 FAU	811,000
11.	Nyssa Bridge Section: Bridge, Grading & Paving	(55 FAS	151,000
		(56 FAS	89,000
12.	Chehalem Mtn.-Newberg Section: Grading & Paving	57 FAS	131,000
13.	Sublimity Gun Club-Stout Creek Section: Structures (2)	57 FAS	70,000
14.	Lost River-Hatfield Jct. Section: Grading & Paving	57 FAS	220,000
15.	Ukiah-Forest Boundary Section: Bridge, Grading & Topping	57 FAS	285,000
16.	Idaho Line-Sucker Creek Section: Grading & Paving	57 FAS	70,000

December 16, 1955

January, 1956 - Continued

17.	Yaquina River (Toledo) Bridge (FAS 584-Lincoln Co.):----------------------------------	(55 FAS-C	$ 8,000
		(56 FAS-C	73,000
		(57 FAS-C	73,000
18.	Oak Creek Bridges (2) (FAS 216 & 569-Linn County):----------------------------------	57 FAS-C	20,000
19.	Short Creek Section (FAS 616-Tillamook Co.): Grading--	57 FAS-C	65,000
20.	McKee (Applegate River) Bridge (FAS 559-Jackson Co.)----------------------------------	57 FAS-C	63,000
21.	Weaver (Wallowa River) Bridge (FAS 491-Wallowa Co.):----------------------------------	57 FAS-C	34,000
22.	East Parkrose Section, Paving----------------------	55 State	11,000
23.	Ross Island Bridge On-Ramp Section: Grading, Paving & Roadside Improvement------	55 State	30,000
24.	Rooster Rock Park Interchange Section: Structure, Grading & Paving-----------------	(55 State	130,000
		(Park Impr.	120,000
25.	Reese Creek Section: Grading & Pavement Widening-----------------	56 State	14,000
26.	Messner O'xing, Rebuild Approach-----------------	55 Sp.M.	30,000
27.	Lapine-Silver Lake Section: South Unit, Oiling-------------------------	(56 Sp.M.	52,000
		(56 R.Prod.	7,000
28.	Powell Blvd. (Portland) Section: 122nd & 136th Avenues, Traffic Signals------	56 Min.B.	10,000
29.	Casey Park Section: Grading & Oiling----------------------------	56 Min.B.	42,000
30.	Division II Rock Production----------------------	56 R.Prod.	46,500
31.	Division III Rock Production---------------------	56 R.Prod.	35,000
32.	Division IV Rock Production----------------------	56 R.Prod.	53,000
33.	Division V Rock Production-----------------------	56 R.Prod.	120,000
			$4,800,000

March 1956

1.	Forest Grove-Hillsboro Section: Cornelius-Hillsboro Unit, Grading & Paving---------------------------	57 FA	$ 500,000
2.	Forest Grove-Hillsboro Section: Cornelius-Hillsboro Unit, Dairy Creek Bridge----------------------	57 FA	100,000
3.	Dolph Corner-Rickreall Section: Paving----------------------------------	57 FA	288,000
4.	North Brookings Section: Grading & Paving----------------------------	57 FA	162,000

December 16, 1955

March 1956 - Continued

5.	Olds Ferry-Ontario Section: Guard Rail & Snow Fence	57 FA	$ 70,000
6.	Clay St.-Columbia St. Traffic Interchange: Roadside Improvement	54 FAU	20,000
7.	Oakland Interchange Structure	Bond	67,000
8.	Goshen-Medford Section: Goshen-Anlauf Unit, Illumination	State Bond	43,000
9.	Goshen-Medford Section: Shady-Myrtle Cr. Unit, Illumination	State Bond	36,000
10.	Elkton-Sutherlin Highway: Section to be selected, Grading & Paving	56 FAS	257,700
11.	Molalla River (Meadowbrook) Bridge Section: (Clackamas Co.), Bridge, Grading & Paving	57 FAS	130,000
12.	Willamette River (Newberg) Bridge Bridge Piers	57 FAS	500,000
13.	Walton-Noti Section: Grading & Oiling	57 FAS	300,000
14.	Calapooya River (Albany) Bridge: Bridge & Grading	57 FAS	50,000
15.	Van Sycle-Helix Section (FAS 467-Umatilla Co.): Grading & Oiling	(55 FAS-C (56 FAS-C	13,000 127,000
16.	Halsey St.-South Section (FAS 654-Multnomah Co.): Grading & Paving	57 FAS-C	444,000
17.	Yamhill River (Lafayette) Bridge (FAS 586-Yamhill Co.)	57 FAS-C	135,000
18.	Rock Cr. & Beaverton Cr. Bridges (FAS 676-Washington Co.): Bridges (3) & Approaches	57 FAS-C	100,000
19.	Luckiamute River Section (FAS 193-Polk Co.): Bridge, Grading & Oiling	57 FAS-C	117,000
20.	Tangent Junction-Oak Creek School Section (FAS 216-Linn Co.): Paving	57 FAS-C	54,000
21.	Rock Creek Haines Section, Middle Unit & Muddy Cr. School-Haines Jct. Section (FAS 507 & 508-Baker Co.): Oiling	57 FAS-C	52,000
22.	S. E. Stark St.-Powell Valley Rd. Section: (FAS 582-Multnomah Co.): Grading & Paving	57 FAS-C	80,000
23.	Banks Section: Grading & Paving	55 State	14,000
24.	Clackamas River Park Interchange Section: Grading & Paving	56 State	17,000
25.	North Oakland Section: Grading & Paving	56 State	14,000
26.	Nehalem River (Vinemaple) Bridge Section: Bridge, Grading & Paving	56 State	167,000
27.	Cape Creek Tunnel, Relining	56 Sp.M.	90,000

December 16, 1955

March 1956 - Continued

28.	La Grande-North Powder Section: Pavement Sealing	56 Sp.M.	$ 50,000
29.	Stout Cr.-Mill City Section: Pavement Sealing	56 Sp.M.	15,000
30.	Sheridan-Deer Cr. Section: Pavement Sealing	56 Sp.M.	4,000
31.	Nehalem Drawbridge, Drawrest & Dolphin Replacement	56 Sp.M.	35,000
32.	Klamath River (Spencer) Bridge: Rail Replacement	56 Sp.M.	16,000
33.	McTimmonds Creek Bridge	56 Sp.M.	15,000
34.	12th St.-Boyd St. (Medford) Section: Paving	56 Min.B.	10,800
35.	Divisions 1 & 2 Guard Rail Project	56 Min.B.	12,700
36.	Division No. 2 Bridge Replacement Project: (6 Units) Culverts, Grading & Stone Base	56 Min.B.	52,000
37.	Hillsboro (10th & Dennis Avenues) Traffic Signals	56 Min.B.	27,000
38.	Division I Rock Production	56 R.Prod.	35,000
39.	Division II Rock Production	56 R.Prod.	42,000
40.	Division III Rock Production	56 R.Prod.	30,000
41.	Division IV Rock Production	56 R.Prod.	60,000
42.	Division V Rock Production	56 R.Prod.	120,000
			$4,472,200

April, 1956 and Later

1.	Tigard-Newberg Section: Tualatin River-Middleton Unit, Miscellaneous Work	56 FA	$ 40,000
2.	Meacham-Glover Section: Glover O'xing Structure	56 FA	70,000
3.	Meacham-Glover Section: Guard Rail & Fencing	57 FA	50,000
4.	Banfield Expressway: Union Ave.-42nd Ave. Section, 28th Ave. Structure, Grading & Paving	56 FAU	118,000
5.	Banfield Expressway: Union Ave.-42nd Ave. Section, 12th Ave. Structure, Grading & Paving	56 FAU	169,000
6.	Banfield Expressway: Union Ave.-42nd Ave. Section, Grand Ave. Structure, Grading & Paving	56 FAU	155,000
7.	Banfield Expressway: Union Ave.-42nd Ave. Section, Work to be Selected	56 FAU	241,000
8.	Sixth St. (Klamath Falls) R. R. O'xing Section: Landscaping	56 FAU	40,000

December 16, 1955

April, 1956 and Later - Continued

9.	Banfield Expressway: Union Ave.-42nd Ave. Section, Landscaping	57 FAU	$ 70,000
10.	Banfield Expressway: Union Ave.-42nd Ave. Section, Guard Rail, Fencing & Other Work	57 FAU	30,000
11.	Barbur Blvd.-Willamette River Section: Miscellaneous Work	Bond	23,000
12.	Willamette River-Hayesville Section: Miscellaneous Work	Bond	229,000
13.	Gold Beach-Pistol River Section: Gold Beach-Hunter Creek Unit	Bond	340,000
14.	Gold Beach-Pistol River Section: Unit 1, Hunter Creek-Myer Creek	Bond	493,000
15.	Gold Beach-Pistol River Section: Myer Creek-Pistol River Unit	Bond	560,000
16.	Deady-Shady Section: Miscellaneous Work	Bond	45,000
17.	Shady-Canyonville Section: Shady-Booth Ranch Unit, Guard Rail & Other Work	Bond	50,000
18.	Yellow Creek (Gaylord) Section: Culvert, Grading & Stone Base	57 FAS	25,000
19.	Beaver Creek School-Twin Bridges Section (FAS 206-Benton Co.): Oiling	57 FAS-C	5,000
20.	Boones Ferry Rd.-Oswego Section (FAS 680-Clackamas Co.): Grading & Paving	57 FAS-C	160,000
21.	Chrome Plant R. R. O'xing (FAS 677-Coos Co.): Structure & Approaches	57 FAS-C	188,000
22.	Barnes Butte Road Section (FAS 683-Crook Co.): Grading & Stone Base	57 FAS-C	57,000
23.	Pruner (S. Umpqua River) Bridge (FAS 244-Douglas Co.):	57 FAS-C	120,000
24.	Vale-Grand Ave. Section, S. Unit (FAS 515-Malheur Co.): Grade, Surface & Oil	57 FAS-C	146,000
25.	Heppner-Forest Boundary Section, W. Unit (FAS-682 - Morrow Co.): Oil mat surfacing	57 FAS-C	55,000
26.	Moro Jct.-Monkland Section (FAS 665-Sherman Co.): Oiling	57 FAS-C	26,000
27.	County Fairgrounds-Grass Valley Canyon Section (FAS 666-Sherman Co.): Oiling	57 FAS-C	7,000
28.	Cayuse-Thornhollow Section (FAS 472-Umatilla Co.): Grading & Oiling	57 FAS-C	127,000

December 16, 1955

April, 1956 and Later - Continued

29.	Iowa School-La Grande Section (FAS 478-Union Co.): Stone Base & Oiling	57 FAS-C	$ 100,000
30.	Spray-Waterman Section: Parish Creek Unit (FAS 318-Wheeler Co.), Grading	57 FAS-C	74,000
31.	Yamhill-Carlton Jct. Section: Oiling	56 State	19,000
32.	Molalla-Springwater Section: Oiling	56 State	66,000
33.	Molalla Jct.-Marquam Section: Pavement Sealing	56 State	8,000
34.	Alpha Section (Alsea-Deadwood Hwy.): Oiling	56 State	12,000
35.	Springfield-Walterville Section, E. Unit: Grading & Paving	56 State	150,000
36.	Junction City-Prairie Road Section: Shoulder Oiling	56 State	10,000
37.	Divide-Anlauf Section: Shoulder Oiling	56 State	16,000
38.	Division No. 4 Shoulder Oiling Project (3 Units)	56 State	57,000
39.	Ontario-Nyssa Section: Shoulder Oiling	56 State	21,000
40.	Farmington Jct. Interchange Section: Grading	56 State	10,000
41.	Zupke Curve-Bethel Cr. Section: Grading & Paving	56 State	50,000
42.	Wilson River Bridge (5th Crossing)	56 State	55,000
43.	Wilson River Bridge (Devils Lake Fork)	56 State	48,000
44.	Gales Creek (Wilson River Hwy.) Bridge Replacement	56 State	10,000
45.	Eckman Slough Bridge	56 State	80,000
46.	Beech Creek (Mt. Vernon) Bridge	56 State	28,000
47.	Quartz Cr. Summit Section: Grading & Pavement Widening	56 State	30,000
48.	Humbug Summit Section: Grading & Pavement Widening	56 State	60,000
49.	Glenada Hill Section: Grading & Pavement Widening	56 State	30,000
50.	Shogren O'xing-Hog Lake Section: Oil Mat Widening	56 State	15,000
51.	Mill Cr.-Warm Springs Agency Section: Guard Rail	56 State	10,000
52.	Detroit Reservoir Guard Rail Project	56 State	16,000
53.	Salt Creek Tunnel Section: Illumination	56 State	15,000
54.	Salt Creek Tunnel Section: Heat Tunnel Floor	56 State	60,000

December 16, 1955

April, 1956 and Later - Continued

55.	8th St.-14th St. (Coos Bay) Section: Grading and Paving	56 State	$ 43,500
56.	Neahkanie Mountain Section: Cut Sloping	56 Sp.M.	10,000
57.	Willamette River (Oregon City) Bridge, Painting	56 Sp.M.	18,000
58.	Columbia Slough Bridge, Painting	56 Sp.M.	12,000
59.	Santiam River Bridge, Painting	56 Sp.M.	30,000
60.	Coal Bank Slough, Coquille River & Siuslaw River Bridges, Painting	56 Sp.M.	15,000
61.	Siletz River (Ojalla & Fuller) Bridges, Painting	56 Sp.M.	14,000
62.	S. Fork Coquille River (Powers) Bridge, Rebuild Approaches	56 Sp.M.	65,000
63.	S. Fork Coquille River (Hoffman) Bridge, Painting	56 Sp.M.	5,000
64.	Rogue River (Robertson) Bridge, Painting	56 Sp.M.	5,000
65.	Division II Rock Production	56 R.Prod.	27,500
66.	Division III Rock Production	56 R.Prod.	32,350
67.	Division IV Rock Production	56 R.Prod.	71,400
68.	Division V Rock Production	56 R.Prod.	126,250
69.	Megler Ferry Terminal, Ferry Slip	Fy.Slip	18,000
			$5,182,000

December 16, 1955

SUMMARY

55 FA Projects	$ 135,000
56 FA Projects	994,200
57 FA Projects	5,362,400
54 FAU Projects	38,800
56 FAU Projects	2,542,500
57 FAU Projects	2,269,600
56 FAI Projects	323,500
57 FAI Projects	1,765,500
Bond Projects	3,253,600
State Bond Projects	140,700
54 FAS Projects	46,800
55 FAS Projects	759,500
56 FAS Projects	1,151,100
57 FAS Projects	3,126,800
55 FAS-C Projects	21,000
56 FAS-C Projects	743,400
57 FAS-C Projects	3,330,700
55 State Construction Projects	234,100
56 State Construction Projects	1,196,900
55 Special Maintenance Projects	30,000
56 Special Maintenance Projects	451,000
55 Minor Betterment Projects	20,300
56 Minor Betterment Projects	180,500
55 Rock Production Projects	23,300
56 Rock Production Projects	960,000
Park Improvement Projects	120,000
Park Buildings	100,800
Buildings	16,300
Ferry Slip	18,000
	$29,356,300

December 16, 1955

RECEIVED

FOR FILING

FORM 250—50M—1-54—74386

F-188(2)

3750

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1956

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Mr. Charles O'Neill, a contractor who does work for the Highway Department, and Mr. Simms, an engineer who has appeared as a witness against the State in the case of Tomasek vs. State involving property in the vicinity of the Pacific Highway crossing the Santiam River south of Salem, have been spectators in the courtroom during the current trial of the case of Natt McDougall Co. vs. State of Oregon.

I understand that Mr. O'Neill has submitted a claim against the department for additional compensation under the provisions of the old Specification No. 8-11; however, I have not seen his claim or have any information concerning the details of the same, and it may be that Mr. Simms is planning on doing some work for Mr. O'Neill or for some other contractor with respect to a claim against the State. I am calling this matter to your attention and to the attention of the persons to whom copies of this letter is being given so that you may be forewarned should either of these gentlemen call upon offices of the Highway Department to secure information, maps or other data, in which event such information should be refused until they disclose the purpose for the same, and I further suggest that this office be advised before the information or material is released.

CWEnfield
C. W. ENFIELD
Chief Counsel

NOTED
State Highway Engineer

CWE:aj
cc - Mr. S. H. Probert
Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. H. B. Simpson

RECEIVED
JAN 6 1956
FOR FILING

Suit Underway Against State For $295,708

Trial got underway Thursday in a $295,708.13 suit against the State Highway Department brought by a contractor who claims he was misled by the department's specifications in placing a bid on a Lane County project.

The case, being heard in the Marion County Circuit Court of Judge Val D. Sloper, involves a suit brought by Natt McDougall Co. of Portland on a transfer from Lane County courts.

Today the jury will be taken to the Siuslaw Highway section between Junction City and Florence where the project in contention is located.

Jack McDougall of the firm contends that he offered a bid on the excavation and fill project on the basis of information shown in the highway department plans. He said most of the excavation, for a 200-foot deep cut, was through solid rock raising his field costs to $502,772.29 in contrast to his bid of $260,570.42.

RECEIVED
DEC 30 1955
FOR FILING
1F 152(5)
2754

[illegible]

With reference to the character of the materials, advise that the material in the big cut was unclassified excavation and was understood, therefore, to include all types of excavation, including solid rock. There was, therefore, nothing in our plans which was intended to indicate the character of the material except as follows: "The cleanest, soundest and hardest materials of suitable size and quality obtained from roadbed excavations and other excavations, throughout the project, shall be reserved in required quantities and used in the upper portion of the roadbed embankments and in backfilling work throughout the length of the project."

On the Coast, where the material is composed of sedimentary sandstone and shales, and due to the fact that some of the materials disintegrate quite rapidly when exposed to air, it has long been the custom to use 1:1 slopes in excavations where rock would be encountered and, in certain other cases, to use 1½:1, and, in shallow cuts, 2:1 or flatter. Many times in rock materials the material slakes down so that it will fill the voids in the compacted embankments. In other cases the rock will break in large fragments and will not decompose, so there is considerable voidage, and, therefore, the material instead of shrinking will swell.

Our plans and specifications are carefully worked up to place the full responsibility for determining the character of material and the method of excavation directly upon the contractor, and no representation or guarantee is made as to the classification of the material. In former days we endeavored to classify the material, but the contractors bid all classifications at the same rate. Grading contractors become especially skilled in judging the character of material to be found in excavation and wish to assume the risks inherent thereto. The entire practice of grading construction is based upon the assumption of such risks by the contractors, who are essentially gamblers and obtain many of their jobs by outguessing the other contractors in the manner of estimating the character of materials, the cost of the work and particularly by developing better methods of handling the materials. Many contractors never consult with any of the engineers in bidding a job.

The specifications of 1:1 slope and the determination of the shrinkage and swell are not considered a representation as to the classification of the material to be encountered. Sedimentary rocks have such variable characteristics with respect to shrinkage or swell that it is impossible to accurately forecast it. Likewise, in general, sedimentary rocks weather so badly that it is rather foolish to stake on a slope less than 1:1. Actually the anticipated shrinkage factor in this job was quite near the final result.

The mere fact that the rock encountered was perhaps more difficult to excavate than anticipated is a hazard of the contracting business.

(Copied 12-29-55)

RECEIVED
OCT 12 1955
FOR FILING

PE-177(1)

[illegible]

10-3-55

Mr. Baldock -
Mr. Williams -

NOTED
State Highway Engineer

Mr. Enfield asked me to tell you that the Natt McDougall case has been set for January 4 or 5.

H. I.

RECEIVED
AUG 19 1955
FOR FILING

FORM E-30X—80,000—10-54—78484

PF 184 (8)

754

W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 18, 1955

SUBJECT:
Natt McDougall Company
v. State Highway Commission
Case No. 41131
Our Files: L-2189
Low Pass Section
Siuslaw Highway

To:

Mr. Tom Edwards
Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Mr. Edwards:

Please refer to Mr. Forrest Cooper's letter of August 16, 1955, in which he advises that you and Resident Engineer Putnam are to be in Salem at 10:00 A.M. on Tuesday morning, August 23rd, to confer with members of the Legal Department on the Natt McDougall matter.

The time for that conference has been changed to 9:00 A.M. on Tuesday morning, August 23rd.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk
✓cc: Mr. W. C. Williams
Mr. Forrest Cooper

RECEIVED
AUG 18 1955
FOR FILING

FORM E-30X 37½ 3-54 73730

[illegible]

3759

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16th, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

W. C. WILLIAMS

You and Resident Engineer Putnam are to be in Salem at ~~10:00~~ 9:00 A.M. on Tuesday morning, August 23rd, to confer with members of the Legal Department on the Matt McDougall matter.

Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams
C. W. Enfield

RECEIVED
AUG 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 9 - 1955
FOR FILING
RF-178(3)

3754

6

Salem, Oregon
August 9, 1955

Mr. W. C. Williams

Mr. C. W. Enfield

I have marked in my book a conference at 10:00 a.m., August 23, to discuss the McDougall case with you gentlemen. I would appreciate your moving that up to 9:00 a.m. because it is necessary to have a meeting on Civil Defense at 10:00.

R. H. Baldock

RHB:hi

RECEIVED
AUG 10 1955
FOR FILING

FORM E-30 25M 9-51 92318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 9, 1955

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Mr. C. W. Enfield

I have marked in my book a conference at 10:00 a.m., August 23, to discuss the McDougall case with you gentlemen. I would appreciate your moving that up to 9:00 a.m. because it is necessary to have a meeting on Civil Defense at 10:00.

R. H. Baldock

RHB:hi

RECEIVED
JUN 10 1955
FOR FILING

FORM E-30X—50,000—10-54—79484

CC 188(3)

-72-1

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1955

To: Mr. Lewis E. Scott
Geology Department
Office

SUBJECT: Natt McDougall Co.
vs.
State of Oregon
Our file: L-2189
Case No. 41131
Low Pass Section
Siuslaw Highway

NOTED
W. C. WILLIAMS

Dear Lew:

Hugh Biggs, who represents the plaintiff in the case of Natt McDougall vs. State of Oregon, says that he is desirous of taking your deposition.

I would appreciate being informed as to when you will be available.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

RALPH WYCKOFF

RW:ap

cc: H. G. Smith
W. C. Williams ✓

RECEIVED
[illegible]

B

RECEIVED
JUN 1 1955
FOR FILING

[illegible]
FORM 230—50M—6-54—74396

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1955

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel

In connection with the data that we are assembling for possible use in the Natt McDougall case, Low Pass project, Lane County, I hand to you herewith cross-sections that were taken by our field crew under the direction of Carl Peterson, resident engineer, showing the slopes on the cuts which were removed by the Natt McDougall Company on the S. P. & S. Railroad northerly from the town of Buxton.

While there is, of course, some variation in the slopes, it would appear from an examination of the sections that it was the intent to remove the material on a 1:1 slope.

The roll of cross-sections handed to you herewith is the only one extant and no copy is being kept by the Construction Office. I assume that you will make it a part of the records in the Natt McDougall case.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv
Attach.
cc: W. C. Williams

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 2, 1955

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. C. W. Enfield
Chief Counsel

We have been making some preliminary investigation in connection with the McDougall case on Low Pass in the nature of a study of the slopes that have been used on a large group of projects that have been constructed in the last 5 or 6 years in Western Oregon.

It was my intention to transmit to you a copy of this preliminary information for your perusal and then in conference with you determine future course of action. It is probable that we will want, at least on a part of these jobs, geological or other reports. The report herein referred to was picked up in this office by Frank Towle and we do not have sufficient copies to make further distribution. If you deem it necessary, I will have duplicate sets made for you, otherwise I will assume that you are working from the set picked up by Towle.

I will be glad to confer with you on this matter when you wish.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

Information on Cut Slopes
Obtained from Construction Records
April, 1955

South Myrtle Point Section   Coos Bay-Roseburg Hwy.   C.G. McKinney   1949   Cont.3171
Maximum cut 25 feet. Staked at 1:1, Overbreak to same slope stake.

Yellow Creek-Calapooya Creek Sec.   Elkton-Sutherlin Highway   L.H. Young   1948-49 Cont.2997
Cut 686+50-695+50, Max. cut 39 ft., 1:1 slopes, overbreak to same slope stake.
" 708+75-719+50, " " 58 ft., ½:1 " " " " " "
" 721+50-728+77, " " 20 ft., ½:1 " broke to 3/4:1.
" 732+50-735+92, " " 13 ft., 1½:1 " held.
" 740+94-746+50, " " 34 ft., 1:1 " held.
" 749+78-752+50, " " 20 ft., 1½:1 " held.
" 754+68-756+83, " " 52 ft., 1:1 " breaks with some slopes steeper.
" 760+00-770+50, " " 60 ft., 1:1 " breaks with sluffing from top.
" 772+50-784+00, " " 25 ft., 1:1 held.
" 793+50-795+50, " " 27 ft., 1:1 " held.
" 801+00-804+50, " " 51 ft., 1:1 " held.
" 808+50-814+00, " " 36 ft., 1½:1 " held.
" 830+50-832+50, " " 21 ft., 1½:1 " breaks with some slopes steeper.
" 835+50-840+33, " " 45 ft., 1:1 " breaks with some slopes steeper.
" 842+44-847+00, " " 19 ft., 1½:1 " held.
" 866+50-881+00, " " 31 ft., 1½:1 " held.
" 907+00-914+50, " " 19 ft., 1½:1 " held.
" 925+15-928+15, " " 19 ft., 1½:1 " held.
" 973+00-976+00, " " 50 ft., 1½:1 " held.
" 983+00-988+67, " " 23 ft., 1½:1 " held.
" 990+00-994+08, " " 26 ft., 1½:1 " held.
" 1018+00-1022+61," " 26 ft., 1½:1 " held.
" 1038+39-1042+82," " 63 ft., 1½:1 " held.
" 1044+81-1050+00," " 34 ft., 1½:1 " held.
" 1063+00-1073+50," " 21 ft., 1¼:1 to 1½:1 slopes, held.

Coaledo-Chrome Plant Section   Oregon Coast Hwy.   C.C. Gall   1948-49 Cont.3058
Cut at 600±. Max. cut 14 feet. 2:1 slopes, held.
" " 609±. " " 21 ft., 1:1 " held.
" " 614±. " " 75 ft., 1:1 " overbreak to steeper slopes.
" " 619±. " " 63 ft., 1½:1 " held.
" " 624±. " " 75 ft., 1½:1 " held.
" " 635±. " " 70 ft., 1½:1 " held.
" " 648±. " " 45 ft., 1½:1 " sluffed from top.
" " 661±. " " 35 ft., 1½:1 " held.
" " 667±. " " 19 ft., 1½:1 " held.
" " 681±. " " 21 ft., 1½:1 " held.

Agate Beach-Newport Section   Oregon Coast Hwy.   S.F.Walters   1948-49 Cont.3032
Largest cut is 8 feet.

Sheeley Bridge-Sunset Camp Sec.   Upper Nehalem Co. Rd.   A. B. Doss   1949   Cont.3106
Grader work contracted.

Oregon Coast Highway C.C. Gall 1948-9 Cont. 3057

Delmar-Coalede Section
Cut at 430±, Max. cut 45 ft., 1½:1 slopes, held.
" " 437±, " " 23 ft., 1½:1 " "
" " 442±, " " 24 ft., 1½:1 " "
" " 455±, " " 37 ft., 1½:1 " broke steeper in places to 3/4:1 slopes approx
" " 468±, " " 120 ft., 1:1 " held.
" " 477±, " " 27 ft., 1½:1 " "
" " 488±, " " 24 ft., 1½:1 " "
" " 496±, " " 24 ft., 1½:1 " "
" " 500±, " " 25 ft., 1½:1 " "
" " 531±, " " 22 ft., 1½:1 " "
" " 536±, " " 50 ft., 1½:1 " shows additional exc. for borrow.
" " 550±, " " 60 ft., 1½:1 " remeasure slightly steeper.
" " L5473±, " " 52 ft., 1:1 " held.
" " L5475±, " " 58 ft., 1:1 "
" " 440±, " " 1½:1 slopes, slide to 2:1 approx. on top.

Territorial Highway J. C. Chapman 1950 Cont. 3271

Noti-Elmira Section
Not applicable. No grading.

Columbia River Hwy. A.V. Benedict 1948-9-50 Cont. 3006

Rainier-Goble Section
Cut at 405±, Max. cut 70 ft., orig. slope not shown, remeasure 1:1 to 1½:1 slopes.
" " 426±, " " 20 ft., 1:1 slope, held.
" " 434±, " " 28 ft., 1:1 " "
" " 443±, " " 34 ft., 1:1 " "
" " 446±, " " 1:1 " slide to 1½:1 approx.
" " 451±, " " 40 ft., 1:1 " held.
" " 490±, " " 80 ft., orig. slope not shown, remeasure at 1:1 slope approx.
" " 495±, " " 70 ft., " " " " " " ½:1 " "
" " 501±, " " 60 ft., " " " " " " 1:1 to 1½:1

Umpqua Highway C.C.McKinney 1949-50 Cont. 3172

Lader Creek-Murphy's Camp Section
Cut at 654±, Max. cut 30 ft., 3/4:1 slopes, mostly underbreak as steep as ½:1.
" " 667±, " " 90 ft., 1:1 " overbreak but averaged 1:1.
" " 671±, " " 60 ft., 3/4:1 " small underbreak.
" " 724±, " " 30 ft., 1:1 " held.
" " 737±, " " 37 ft., ½:1 " overbreak; some slopes steeper.
" " 738±, " " 75 ft., 1:1 " held.
" " 756±, " " 35 ft., 1:1 " held.
" " 760±, " " 58 ft., 3/4:1 " overbreak to same slope stakes.
" " 773±, " " 56 ft., 1:1 " overbreak and underbreak to same slope stakes.
" " 784±, " " 62 ft., 1:1 " held.
" " 788±, " " 64 ft., 3/4:1 " overbreak and underbreak to same slope stakes.

N. Umpqua Co. Rd. L.H. Young 1949-50-51 Cont.3227

Marks Ranch-Lone Rock Bridge Sec.
Cut at 832±, Max. cut 40 ft., 1½:1 slopes, cut back to prevent slide.

Alsea-Deadwood Hwy. Kenneth Boardman 1951 Cont.3491

Summit-Lobster Valley Section
Cut at 379±, Max. cut 40 ft., 1:1 slopes, remeasure averages 1:1.
" " 384±, " " 50 ft., 1:1 " held.
" " 391±, " " 50 ft., 1:1 " overbreak to same slope stake.
" " 397±, " " 35 ft., 1:1 " " " " " "

Summit-Lobster Valley Section Alsea-Deadwood Highway, cont'd.
Cut at 402±, Max. cut 27 ft., 1:1 slopes, held.
" " 405±, " " 32 ft., 1:1 " overbreak to same slope stake.
" " 420±, " " 48 ft., 1:1 " " " " " "
" " 425±, " " 83 ft., 3/4:1 " " " " " "
" " 428±, " " 65 ft., 3/4:1 " held.
" " 433±, " " 62 ft., 1½:1 " overbreak back from top.
" " 445±, " " 27 ft., 3/4:1 " overbreak to same slope stake.
" " 453±, " " 33 ft., 3/4:1 " " " " " "
" " 457±, " " 46 ft., 3/4:1 " " " " " "
" " 464±, " " 40 ft., 3/4:1 " " " " " "
" " 477±, " " 44 ft., 3/4:1 " held.
" " 494±, " " 27 ft., 1:1 " held.

Fisher Road-Oak Hill Section Richardson-Eugene Hwy. E.E. Umphlette 1950-51 Cont.3253
Not applicable. Cuts too small.

Chrome Plant-Cedar Point Section Oregon Coast Highway C.C.Gall 1950-51 Cont. 3380
Cut at 696±, Max. cut 44 ft., 1:1 slope, grade widened with 3/4:1 slopes.
" " 700±, " " 75 ft., 1:1 slope, held. At 703 changes to 3/4:1 and at 704 changes to ½:1 and wouldn't hold. Slope benched.
" " 725±, " " 32 ft., 1:1 slope, held.
" " 733±, " " 75 ft., 1:1 slope, held.
" " 742±, " " 75 ft., 3/4:1 slope, benched.
" " 743±, " " 90 ft., 3/4:1 " held.
" " 748±, " " 68 ft., ½:1 " then 3/4:1
" " 755±, " " 45 ft., 3/4:1 " overbreak to same slope stake.
" " 761±, " " 35 ft., ½:1 " held.
" " 782±, " " 65 ft., 1:1 " "
" " 791±, " " 52 ft., 1:1 " "
" " 803±, " " 37 ft., 1:1 " "

Eddyville-Nashville Section Eddyville-Blodgett Highway B.P.Huntley 1952 Cont. 3698
Not applicable. Grading on hourly rental basis.

Bunker Hill Section Oregon Coast Highway C.C.Gall 1952 Cont. 3649
Not applicable. Cuts too small.

Tunnel Point Section Wilson River Highway Lowell Johnston 1952 Cont. 3611
Cut 250 ft. Maximum. ½:1 slope to bench then 1:1 slope to top.

Pittsburg-Wilson Creek Section Pittsburg-Scappoose Co. Rd. James Don 1952 Cont. 3595
Cut at 936±, Max. cut 18 ft., 1½:1 slopes, held.
" " 941±, " " 24 ft., 1½:1 " "

Siletz-Logsden Section Siletz-Logsden Co. Rd. B.P.Huntley 1951-52 Cont. 3481
Cut at 19±, Max. cut 13 ft., 1:1 slope, held.
" " 26±, " " 10 ft., 1:1 " subgrade exc., refill at 1½:1
" " 137±, " " 94 ft., 1:1 " slid from top or broke back.
" " 142±, " " 48 ft., ½:1 " overburden broke from top.
" " 147±, " " 36 ft., 3/4:1 " slid from back of top of cut.

Big Creek Section Oregon Coast Highway B.P.Huntley 1951-52 Cont. 3471
Cut at 963±, Max. cut 32 ft., 1¼:1 - 1½:1 slopes, held.
" " 970±, " " 43 ft., 1½:1 slope, overbreak to same slope stakes.
" " 977±, " " 62 ft., 1½:1 slope, overbreak back of top.
" " 987±, " " 35 ft., 1½:1 " overbreak to same slope stake.
" " 996±, " " 27 ft., 1½:1 " " " " " "

Sheridan-Deer Creek Salmon River Highway Maurice Jave 1952 Cont. 3613
Cut at 68±, Max. cut 22 ft., ½:1 to 1:1 slope, held.
" " 34±, " " 20 ft., 1½:1 slope, slid way back.
" " 41±, " " 36 ft., ½:1 " held.
" " 53±, " " 20 ft., 2/3:1 " held.

Big Creek Section Columbia River Highway D.C.King 1951-52 Cont. 3558
Cut at 510±, Max. cut 17 ft., 1½:1 slope, held.
" " 515±, " " 16 ft., 2:1 " "
" " 544±, " " 28 ft., 1½:1 " "
" " 567±, " " 44 ft., 1½:1 " "

Cedar Point-Coquille Section Oregon Coast Highway G.A. Barnhart 1951-52 Cont. 3464
Cut at 806±, Max. cut 18 ft., 1½:1 slope, held.
" " 814±, " " 14 ft., 1½:1 slope, held.
" " 823±, " " 58 ft., 1½:1 " "
" " 852±, " " 8 ft., ½:1 " special borrow.
" " 860±, " " 15 ft., 1½:1 " held.
" " 864±, " " 13 ft., 1½:1 " "
" " 874±, " " 23 ft., 1½:1 " "
" " 889±, " " 18 ft., 1 3/4:1 " "
" " 908±, " " 17 ft., nearly vertical for special borrow.

Cannon Beach-Arcadia Section Oregon Coast Highway J.H.Scott 1951-52 Cont. 3566
Cut at 393±, Max. cut 33 ft., 1½:1 slope, held.
" " 398±, " " 69 ft., 1½:1 " some back to 3:1 slope approx.
" " 403±, " " 76 ft., 1 1/3:1 to 1½:1 slopes. Evidently introduced a ditch section and used same slope stakes.

Bunker Hill-Delmar Oregon Coast Highway C.C.Gall 1951-52-53 Cont. 3512
North Bound
Cut at 111±, Max. cut 20 ft., 1½:1 slope, held.
" " 125±, " " 14 ft., 1½:1 " "
" " 167±, " " 15 ft., 1½:1 " "
" " 275±, " " 11 ft., 1½:1 " "
" " 298±, " " 33 ft., 1:1 " "
" " 307±, " " 46 ft., 1:1 " "
" " 321±, " " 31 ft., 1:1 " held at 1½:1.
" " 355±, " " 15 ft., 1½:1 " held.
" " 370±, " " 19 ft., 1½:1 " "
" " 399±, " " 17 ft., 1½:1 " "
" " 419±, " " 15 ft., 1½:1 " "
South Bound
Cut at 103±, " " 40 ft., 1:1 slope, held.
" " 104+50±, " " 74 ft., 1:1 " "
" " 110+23±, " " 58 ft., 1:1 " partly sluffed back.
" " 125±, " " 21 ft., 1:1 " held.

(continued on page 5.)

Bunker Hill-Delmar Oregon Coast Highway, cont'd.
South Bound, cont'd.
Cut at 132±, Max. cut 12 ft., 1:1 slope, held.
" " 142+50, " " 12 ft., 1:1 " "
" " 165±, " " 52 ft., 1:1 " "
" " 188±, " " 22 ft., 1:1 " "
" " 201±, " " 36 ft., 1:1 " "
" " 213±, " " 17 ft., 1:1 " "
" " 222±, " " 30 ft., 1:1 " "
" " 240±, " " 22 ft., 1:1 " "
" " 247±, " " 17 ft., 1:1 " "
" " 263±, " " 49 ft., 1:1 " slid to approx. 1½:1
" " 274±, " " 22 ft., 1:1 " held.
" " 287±, " " 34 ft., 1:1 " slid to approx. 1½:1
" " 299±, " " 31 ft., 1:1 " held.
" " 308±, " " 30 ft., 1:1 " "
" " 321±, " " 35 ft., 1:1 " "
" " 331±, " " 20 ft., 1:1 " "
" " 344±, " " 28 ft., 1:1 " "
" " 356±, " " 40 ft., 1:1 " "
" " 368±, " " 68 ft., 1:1 " "
" " 376±, " " 41 ft., 1:1 " held except for small pocket.
" " 378±, " " 58 ft., 1:1 " held.
" " 390±, " " 20 ft., 1:1 " "
" " 398±, " " 32 ft., 1:1 " "
" " 402±, " " 43 ft., 1:1 " "
" " 419±, " " 40 ft., 1:1 " "

Middle Unit, Reedsport-Dean Creek Sec. Umpqua Highway P.F. Burnett 1952-53 Cont. 3752
Cut at 103+60 - 112+67, Max. cut 108 ft., 1½:1 slope. Steeper in low part, broke on top.
back
" " 118+00 - 124+65 " " 84 ft., 1:1 to ½:1, borrowed from extra width.
" " 126+50 - 135+75, " " 70 ft., ½:1 slope, widened bottom of cut.

Calapooya Creek-Sutherlin Section Elkton-Sutherlin Highway R.D.Asburry 1952-53 Cont. 3746
Cut at 1078+00 - 1083+00, Max. cut 18 ft., 1½:1 - 1:1 slopes, held.
" " 1095+25 - 1104+24, " " 30 ft., 1½:1 slopes, held.
" " 1112+14 - 1114+97, " " 38 ft., 1½:1 " "
" " 1200+00 - 1217+50, " " 21 ft., 1 3/4:1 slopes, held.
" " 1263+50 - 1280+13, " " 12 ft., 1½:1 slopes, held.

Clear Lake-Forest Boundary Section Oregon Coast Highway C. C. Gall 1953 Cont. 3819
Cut 376+44 - 387+50, Max. cut 26 ft., 1½:1 slope, held. Borrow cut has 1:1 slopes.
" 391+25 - 395+00, " " 50 ft., 1½:1 " "
" 403+50 - 405+95, " " 25 ft., 2:1 " "
" 406+25 - 413+10, " " 86 ft., 1½:1 " benched to approx. 1½:1
" 414+40 - 431+00, " " 77 ft., 1:1 " widened by borrow.

Lone Rock Bridge-Rock Creek Section N. Umpqua Co. Road Roadman 1952-53 Cont. 3623
Cut 1005+40 - 1014+50, Max. cut 44 ft., 1:1 slope, remeasure shows steeper slopes.
" 1041+00 - 1053+00, " " 36 ft., ½:1 " held.
" 1112+50 - 1128+00, " " 100 ft., 1¼:1 " remeasure shows steeper slopes.
" 1128+50 = 1145+50, " " 50 ft., ½:1 - 1:1 slopes, mostly holds, some break on top

Benton Co. Line-Cheshire Section Territorial Highway J. F. Putnam 1953 Cont. 3770
Cut 170+00 - 173+00, Max. cut 22 ft., 1½:1 slopes, held.

Twin Bridges-Muddy Creek Section   Beaver Creek-Greenberry Co. Rd.   D.H.Moehring 1953 Cont 3993
Not applicable.

Bay City-Tillamook Section   Oregon Coast Highway   Arthur Duffy 1952-53 Cont. 3607
Cut 119+00 - 134+00, Max. cut 51 ft., 1½:1 slope, held closely.
" 193+00 - 210+00, " " 20 ft., slope evidently governed by right of way.

Reedsport-Winchester Bay Section   Oregon Coast Highway   C.C.McKinney 1952-53 Cont. 3601
Cut 5+06 - 7+00, Max. cut 17 ft., 1½:1 slope, held.
" 63+00 - 75+00, " " 150 ft., ½:1 " at bottom of cut, 1:1 slope at top, held.
" 94+00 - 101+50, " " 90 ft., widened by borrow which stands at 1:1 slope approx.
" 116+50 - 120+20, " " 45 ft., 1:1 slope, held.
" 122+00 - 126+00, " " 40 ft., 1:1 slope, held.
" 128+00 - 132+00, " " 44 ft., 1:1 slope, held.
" 132+50 - 134+50, " " 33 ft., 1½:1 " "
" 138+00 - 140+50, " " 41 ft., 1½:1 " "
" 141+50 - 155+50, " " 51 ft., 1½:1 " held 1½:1.
" 168+00 - 172+00, " " 40 ft., 1½:1 " held.
" 180+50 - 185+00, " " 40 ft., 1:1 slope, broke to max. of 2:1.

Hauser-Coos Bay Section   Oregon Coast Highway   C. C. Gall 1952-53 Cont. 3744
Cut 7+50 - 17+69, Max. cut 42 ft., original slope not apparent, held at 1 2/3:1 approx.
" 33+00 - 38+00, " " 83 ft., 1:1 slope, holds at 1½:1 approx.
" 51+00 - 55+50, " " 59 ft., 1:1 " sluffed from top.
" 65+50 - 67+50, " " 82 ft., 1:1 " overbreak to same slope stake.
" 77+00 - 79+50, " " 48 ft., 1:1 " " " " " "
" 94+00-98+00, " " 42 ft., 1½:1 " " " " " "
" 99+00 - 107+00, " " 44 ft., original slope not apparent, held at approx. 1½:1.
" 121+50 - 129+50 " " 86 ft., " " " " overbreak type slopes, 1½:1 to 1:1 approx.

" 138+20 - 143+50 " " 44 ft., 1½:1 slopes, overbreak to approx. same slope stakes.
" 146+00 - 153+50 " " 33 ft., 1½:1 slopes, " " " " " "
" 156+07 - 166+60 " " 92 ft., 1:1 " averages 1:1.
" 169+30 - 171+90 " " 47 ft., 1:1 " overbreak to same slope stakes.
" 172+70 - 179+10 " " 118 ft., 1:1 " steeper in bottom of cut.
" 227+20 - 235+50 " " 86 ft., 1:1 " at bottom, 1½:1 - 2:1 at top.

Winchester Bay-Clear Lake Section   Oregon Coast Highway   C.C. McKinney 1952-53 Cont. 3656
Cut 204+80 - 212+40, Max. cut 103 ft., 1:1 slopes, small slide with slopes to 2:1.
" 221+80 - 236+60, " " 94 ft., 1:1 " rock line shown on widened section, held.

" 242+50 - 258+58, " " 84 ft., 1:1 " avereges 1:1.
" 259+90 - 275+00, " " 60 ft., 1:1 " small amount top sluffing.
" 275+50 - 278+40, " " 17 ft., 1½:1 " held.
" 289+30 - 304+90, " " 39 ft., 1:1 " to 1½:1 slopes, held.
" 311+25 - 316+63, " " 97 ft., 1:1 " held.
" 318+30 - 321+00, " " 114 ft., remeasure shows some slopes flatter than 1½:1.
" 321+00 - 331+10, " " 92 ft., 1½:1 slopes, held.
" 344+50 - 351+87, " " 72 ft., 1½:1 " "
" 357+10 - 370+50, " " 29 ft., 1½:1 " "

Corvallis-Newport Highway B.P. Huntley 1952-53 Cont. 3741

Newport-Toledo Section
Cut 34+25 - 45+60, Max. cut 54 ft., 1:1 slopes, held 1:1 in bottom, made it 2:1 in top.
" 52+40 - 60+00, " " 54 ft., 1:1 " held on right, 1½:1 - 2:1 on left.
" 64+15 - 68+92, " " 72 ft., 1:1 " " " " " " " "
" 73+87-87+00, " " 47 ft., 1:1 " held.
" 91+25 - 100+45, " " 86 ft., 1:1 " broke back 120 ft. on top.
" 109+76 - 118+10, " " 37 ft., 1:1 " held.
" 121+50- 133+13, " " 90 ft., 1:1 " some remeasure at approx. 2:1.
" 133+75 - 139+50, " " 51 ft., original slope not apparent due to channel change,
most slopes hold at approx. 1:1 slope.
" 140+40 - 143+25, " " 65 ft., 1:1 slopes, held.
" 144+77 - 148+56, " " 93 ft., 1:1 " "
" 153+87 - 159+25, " " 119 ft., 1:1 " some slightly steeper.
" 160+45 - 163+20, " " 37 ft., 1:1 " held.
" 163+81 - 167+07, " " 26 ft., 1:1 " "
" 174+00 - 182+21, " " 80 ft., 1:1 " "
" 189+89 - 194+50, " " 83 ft., 1:1 " "
" 194+92 - 217+33, " " 79 ft., 1:1 " "
" 222+13 - 223+23, " " 38 ft., 1:1 " "
" 229+97 - 233+30, " " 72 ft., 1:1 " sluffed to approx. 2:1 slope.
" 245+75 - 250+18, " " 65 ft., 1¼:1 " held.
" 269+37 - 277+70, " " 70 ft., 1:1 " some slopes broke back.
" 287+12 - 292+75, " " 63 ft., 1:1 " held.

Yew Creek-Alsea Mtn. Passing Lanes Alsea Highway D. E. Moehring 1954 Cont. 4132
Not applicable.

West Slope, Summit, Passing Lanes Wilson River Hwy. C. A. Peterson 1954 Cont. 4220
Not applicable.

Siuslaw Highway J. F. Putnam 1952-3-4 Cont. 3754

Low Pass Section
Cut 34+90 - 40+75, Max. cut 28 ft., 1:1 slope, held.
" 42+22 - 43+30, " " 18 ft., 1:1 " "
" 43+97 - 45+30, " " 32 ft., 1:1 " "
" 46+81 - 48+21, " " 50 ft., 1:1 " "
" 49+80 - 54+26, " " 78 ft., benched; slopes 1½:1 - 2:1.
" 56+61 - 58+73, " " 71 ft., 1:1 slope, held.
" 61+95 - 64+61, " " 107 ft., 1:1 " "
" 68+91 - 73+59, " " 120 ft., 1:1 " "
" 76+80- 85+55, " " 200 ft., benched. 1½:1 below bench, 1:1 slope above.
" 87+10 - 91+58, " " 87 ft., 1:1 slope, held.
" 98+45 - 103+75, " " 95 ft., 1:1 " "
" 105+80 - 111+00, " " 111 ft., 1:1 " broke to approx. 1¼:1.
" 112+00 - 118+00, " " 35 ft., 1:1 " held.

Territorial Highway H. E. Mayfield 1954 Cont. 4069

Gillespie Corner-Lorane Section
Not applicable.

Hemlock-Sand Lake Co. Rd. B.P. Huntley 1954 Cont. 4004

Summit Section
Cut 137+50 - 169+25, Max. cut 59 ft., 1:1 slopes, slide to cut 102 ft., slopes about 2:1.

RECEIVED
APR [illegible]
FOR FILES

FORM E30—50M—10-54—79488

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Ray Webber
Ass't. Construction Engineer

As you know, the Natt McDougall Company is suing the State for additional compensation on the Low Pass Section and the Legal and Construction Departments have been trying to assemble any and all data that might help in combatting their claims.

Frank Towle, who has been making an investigation for the Legal Department, stumbled on what we believe may be one of the key items that gave rise to the situation in which McDougall finds himself. Three or four years ago McDougall did a project for the S.P.& S. Railroad (Vernonia Branch) just northerly from Buxton. It was contemplated by the railroad engineers and others that it would be necessary to drill and shoot the large cut on this project, however I am told that McDougall was able to excavate the entire cut without the use of explosives and this is probably what gave rise to his optimism on the Low Pass project.

The purpose of this letter is twofold. One, please have Scott make a thorough geological examination of this project, giving us a report for the files. In addition, he should familiarize himself with it to be able to testify in court. Two, by copy of this letter I am instructing Division Engineer Skelton to cross section the cut at appropriate intervals to determine the final slopes and to note anything of a nature that might be pertinent to the problem of removal.

As the controversial project is not in Skelton's division, I have asked that Scott discuss this matter with Skelton or whoever Skelton designates so that they may be informed of the problems involved and what we are trying to determine.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:jv
cc: W. C. Williams ✓
C. W. Enfield
A. G. Skelton
Tom Edwards

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

TRANSCRIPT OF PROCEEDINGS

VOLUME VII

January 17, 1956

Pages 747 to 905

Volume VII
January 17, 1956

I N D E X

Defendant's Witnesses:	Direct	Cross	Redirect	Recross
J. H. Mackin	747	782	823	831
Charles McInroe	835	844	--	--
Tom Edwards	854	889		

Defendant's Exhibit:	Description	Ident.	Rec.
S-5	Cardboard pattern	769	769
Y	Map	757	760
Z	Photograph	827	828

P-1
k-1

TUESDAY, JANUARY 17, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A. M., and the following further proceedings were had herein:

THE COURT: You may call your next witness, Mr. Lindas.

MR. LINDAS: Call Mr. Mackin.

J. H. MACKIN was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Mackin, will you state your full name, please.

A J. H. Mackin.

Q Mr. Mackin, what is your occupation?

A I am Professor of Geology at the University of Washington.

Q How long have you been there, sir?

A About 22 years.

Q Will you speak to the jury something of your training in this field, please.

A I took my undergraduate degree in geology at New York University, and the Master's and Doctor's degree at Columbia University, New York City.

Q Now, Mr. Mackin, I wonder whether you would tell the jury whether you belong to any scientific societies that cover the field of geology.

A I am a Fellow of the Geological Society of America;

k-2

the Society of Economic Geologists; the American Geophysical Union; and the British Glaciological Society, and other scientific societies.

Q Mr. Mackin, have you published any papers dealing with the field of geology?

A In the last 20 years about thirty articles and papers in the scientific journals. The titles would mean very little. They have to do with various phases of weathering and erosion problems, with structural geology, engineering geology, and ore deposits, chiefly iron ore.

Q Will you state whether or not, Mr. Mackin, you have received any recognition in the field or in your profession.

A In the last five years I have been chairman of the western section of the Geological Society, a member of the council of the Society for three years. I am now editor in geology for Northwest Science. I have been chairman of the Northwest Scientific Association of Geology, and have served on numerous committees and panels of the National Science Foundation, the National Research Council, the Geological Society and other organizations.

Q Has your training encompassed the field of engineering geology, Mr. Mackin?

K-3

A The training does not ordinarily include engineering geology in the regular geological degree. My experience has been in engineering geology in connection with various construction projects and in connection with mining.

Q Would you just briefly state some of that experience you have had, and with whom you have worked in such a field.

A I have worked as consultant on the Chief Joseph Dam for the U. S. Engineers. I am now chief consultant on the Priest Rapids Dam on the Columbia River. I have worked for the Navy Department on various problems, such as jetty rock in Kodiak, Alaska; and on landslide problems. I served as chief of party for the U. S. Geological Survey in iron ore exploration, about ten summers of that work, which involved drilling and determination of the overburden over ore bodies, and in similar connections.

Q Have you had experience in the field of subsurface explorations, Mr. Mackin?

A Yes, all of the projects I have just mentioned have involved various types of subsurface exploration, including of course the geological work on the surface, various types of geophysical means for determining what is beneath the surface, and chiefly, drilling.

Q Are there various methods of drilling, Mr. Mackin?

A Yes, there are many different methods. It would take too long to describe them all. The method to be selected in a given case would depend on the nature of the rock and other factors.

Q There was evidence in this case that a hole was bored and a churn drill used. Would you explain to the jury what a churn drill is.

A A churn drill is one of the simplest types of drills for cutting in hard material. It consists simply of a large, heavy chisel that is raised and allowed to drop and crush the rock. Usually a casing is driven ahead of the drill, or if the rock is too hard, behind the drill. This is to keep it from falling back into the hole. After a given period of thumping on the base of the hole, with the chisel, when the rock is finally broken up so it can be removed, a hollow pipe is lowered into the hole in place of the chisel. The material then enters the end of the pipe and is thus baled out of the hole, so that in the next cutting, the drill will engage the hard rock rather than the loose material.

Q Would you say whether or not, Mr. Mackin, from your experience that contracting companies employ geologists?

MR. BIGGS: If the Court please, that would be too general; we are interested in what contracting agencies in the k-5 State of Oregon do on highway construction jobs, where they have no more than two weeks in which to determine it.

THE COURT: I will sustain the objection.

Q (By Mr. Lindas) Very well. Mr. Mackin, would you describe to the jury, if you know, what is sandstone.

A Sandstone is a sedimentary rock; that is to say, a rock laid down in layers, commonly in water. It consists of grains about the size of ordinary sand grains, and thus its name. The grains are cemented together or pressed together. It owes its strength to the cementing material between the grains or the tightness of how they are compressed together. Sandstone is a term that refers principally to the grain size of the rock. If the grain size is finer, we might use the term siltstone to indicate something finer than the usual sand. The finest grained rock of this sequence of rocks is made up of little particles and is known as mudstone, which is simply hardened mud. Shale is a fine grained rock which is technically characterized by a tendency to split readily along very thin planes. We speak of shaley cleavage or slatey cleavage, and shales are strictly speaking characterized by that tendency. They are delicately and uniformly layered. However, mudstone is of the same grain size as shale but differs only in that the

k-6

mudstone has an absence of the delicate layering. The grain size is much the same, but the distinction is quite a technical one.

Q I see. Do these various sandstones and shales vary in type or hardness, sir?

A Yes, they vary widely depending, as I indicated, on how much they have been compressed and how thoroughly they may be cemented by binding material in between the grains. The rock names, as such, have relatively little meaning with regard to hardness. That is, there is a wide range of hardness in all of them.

Q Mr. Mackin, were you employed by the State Highway Department to make an investigation and study of the project known as the Low Pass project on the Siuslaw Highway in the State of Oregon, in Lane County?

A Yes.

end
P-1

C-2
A A1

Q (By Mr. Lindas) And did you make such an investigation for the Department?

A Yes.

Q And would you relate to the jury just what study and investigation you made?

A Might I indicate before I state the nature of the investigations what was the reason for doing what I did?

Q Yes, if you will.

A The problem, the essential problem, was whether or not there was actually encountered in depths beneath the surface in the cut material that could not have been anticipated from materials exposed at the surface. This is, in this particular case, a critical problem because of the nature of the contract, as I can make clear, I think, very briefly.

The excavation contracts are let on ----

MR. BIGGS: Just one moment, if the Court please. I don't believe that the Professor is qualified as a lawyer or is entitled to render any opinion on the meaning of the contract. I assume that that will be passed upon by the Court. How the excavation contracts are let or what they mean, I think, is for the Court to determine and not for the witness.

THE COURT: I will sustain the objection.

Q (By Mr. Lindas) Well, Mr. Mackin, are you familiar with

A2 the term "classified excavation" and "unclassified excavation"?

A Yes.

Q Will you relate to the jury your understanding of the term "classified excavation" as opposed to "unclassified excavation"?

A Yes. The term "classified excavation" means that in the specifications indicating the work that is to be done the principal, or the client, -- in this case the State Highway Department -- would indicate how much rock is to be expected, or approximately how much rock is to be expected, and how much so-called common excavation is to be expected. This prediction is not critical as regards amounts in classified excavation, because the contractor is instructed to bid a different price per unit per yard ----

MR. BIGGS: If the Court please, I will have to object again to the witness' talking about contracts. I think that classified excavation and nonclassified excavation isn't dependent upon this witness' explanation of the contracts. Presumably, he was hired by the State for the purpose of helping to defend their lawsuit, to go out to find out what kind of materials there were, and, in so far as the witness can be objective about what he saw and what he found, we have no objection to his testifying,

A3

but to come in and talk about these other matters, and what the contract means and what the agency predicts, and all that sort of thing, I think is completely out of his field and improper.

MR. LINDAS: Well, if the Court please, he has testified as to his training in engineering geology and his associations as a consultant on the construction of dams involving excavation work. He is speaking generally about the term as understood in the industry, and I think he has a perfect right to.

THE COURT: Overrule the objection.

A (Continuing) The classified excavation job would, or may, include some statement as to the amount of different types of material to be encountered, simply to advise the contractor as to what kind of equipment to have on hand for handling ----

MR. BIGGS: May I, if the Court please, have a continuing objection to this line of questioning?

THE COURT: It is understood.

MR. BIGGS: And this answer.

THE COURT: Yes.

Q (By Mr. Lindas) You may proceed.

A (Continuing) He is not, on this basis, required -- and this is the point that I am leading to, of course, -- required to make a careful determination of how much rock he would find or how much common he would find, because, as the job proceeds, the representative of the State Highway Department in this case would, by negotiation or by understanding with the contractor's agent, decide how much of each day's work, or each week's work, would be classified on each basis, and he would be paid accordingly.

In the other case, it is important, I should say, to the contractor to determine, as closely as he can, in advance how much rock he will encounter and how much common, because in the unclassified excavation he submits only one figure for the general excavation, and since it costs a great deal more to remove material by blasting than by other means, he would need to know, while he does not state, how much of each he would expect.

The reason for my stating this is that in the examination of the property and of the surrounding area, I considered it to be the important thing to attempt to determine by that study what the contractor might have reasonably anticipated under the cut, because this was an unclassified excavation job.

The first step, of course, was to look at the cut, itself, and I can return to that later. The cut is in a sandstone interbedded with mudstone and shale. The present highway cut, of course, was not to be seen at the time when the bid was made, so he should have possibly dismissed that and looked about as nearly as possible in the vicinity and at the rock to determine what might have been reasonably anticipated at that place.

In this connection, my first step would be to secure, if there is one, a geologic map, showing the identity of this rock, and showing, in addition, its further extension in the vicinity of the project in the same type of topography, and then to go over every place within reasonable distance from the project to look at highway cuts or other types of cuts that would give some clue as to what might be expected beneath the surface.

May I use the map?

Q Was there a geological map available at that time?

A Yes. It turns out that there is a geologic map of the area that we are concerned with, which covers a considerable part of the surrounding area, as well. The map is the rolled map on the table.

(The map, here offered, was marked for identification DEFENDANT'S EXHIBIT Y.)

Q (By Mr. Lindas) Mr. Mackin, I hand you herewith Defendant's Exhibit Y for identification, and ask you to describe what that purports to be.

16 A This is a geologic map with an accompanying text printed on the same sheet. It was published by the United States Geological Survey. It is entitled, "Oil and Gas Investigations Map No. 110." This is the identifying number for purchase purposes. The title of the map is "The Geology of the Southern and Southwestern Border Areas of the Willamette Valley, Oregon." Its authors are here, but they are not needed.

Q Is there a date showing the date the map was made?

A The date is on the lower edge of the map. It was published in 1951.

MR. LINDAS: And we offer it into evidence, your Honor.

A (Continuing) This map is distributed by the Geological Survey to libraries, and is available for sale.

Briefly, the rock at Low Pass is called, on this map, and has for many years on earlier reports, the Tyee sandstone, or Tyee formation, which is a unit of the Eocene Age, deposited in water at that time, subsequently uplifted and folded to make a large share of the Coast Range in this area. It is a very widespread rock unit.

I would like to read later, if I may, one brief paragraph from the text, in which the ----

3 MR. BIGGS: Would the witness have the kindness to permit us to examine the map before you proceed with the examination?

A7 THE WITNESS: Do you mind if I speak?

MR. BIGGS: Yes. I don't want to interrupt you, but I wanted to see the map.

MR. LINDAS: He would like to go over the map first before you continue, Mr. Mackin.

MR. BIGGS: I thought you had made an offer, hadn't you?

MR. LINDAS: Yes, we had.

MR. BIGGS: Has he located the place on the map, counsel?

MR. LINDAS: I think I can find it for you.

(Colloquy between counsel off the record.)

MR. BIGGS: I wonder if you wouldn't have the witness -- or may I ask a question, if the Court please, in aid of a possible objection?

THE COURT: Yes, you may.

MR. BIGGS: Does this map include the particular site?

A Yes.

MR. BIGGS: And could you indicate for us on the map where that site is?

THE WITNESS: Shall I come down there?

MR. BIGGS: Counsel will take it up to you.

Q (By Mr. Lindas) I will hand you herewith a blue pencil, and ask you to indicate on the map the location of the Low Pass.

MR. BIGGS: May I observe, too, please, sir? I just wanted to get my bearings on that.

A8

A I will draw a blue circle around the Low Pass.

MR. BIGGS: Maybe, if you don't mind, it would be better to run a line out there with an arrow, and write your name after it.

A Yes, and a line in the margin, with "Low Pass," and my initials (marking on Defendant's Exhibit Y for identification).

MR. BIGGS: We have no objection, if the Court please.

THE WITNESS: The old road ----

THE COURT: Excuse me just a moment. Will the reporter mark it as admitted in evidence?

(The map, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBIT Y.)

THE WITNESS: I can, if you like, darken the old road in blue.

MR. LINDAS: If you will, to make it stand out.

THE WITNESS: To make it stand out. The new road, of course, is not on here, because it was not constructed at the time, but its course is readily seen. It follows the valley coming directly to the pass.

End
C-2

P-3
k-7

Q Now would you continue with your explanation of Tyee sandstone that you were relating.

A I say this is the Tyee sandstone; it is a very widespread rock making up this part of the Coast Range. That is one of the first things I needed to know because it defines the area where I may go to expect to find evidence in terms of road cuts and other explorations, bearing on what might be expected beneath the surface at this place. The nature of the sandstone has been described previously. If I may, I would like to read one paragraph of the text which applies very clearly to what we are viewing here, in the Low Pass.

MR. BIGGS: I think, if the Court please, the witness should confine himself to his own testimony. The article would be hearsay evidence.

MR. LINDAS: If the Court please, it is on the map.

MR. BIGGS: It is from the map?

MR. LINDAS: Yes, it is the text on the map.

A There are a number of technical terms which I can explain readily, if they are needed.

MR. BIGGS: I am sure you will have to, Professor. I doubt if any of us will know what you mean.

A There are many of them, and most of them are inconsequential. This is under the heading: "Stratigraphy." I have marked it in blue, and it is under the subheading, "Tyee Formation."

k-8 "The oldest sedimentary formation exposed within the area mapped consists of a thick sequence of rhythmically bedded sandstones with mudstones."

I omit now several lines having to do with the history of the name "Tyee," and return to the description of the rock.

"Because of the distinctive lithologic character of the beds, as described below, and because they include a substantial proportion of mudstone, the name Tyee formation, rather than sandstone, is applied to the unit in this area. The Tyee formation consists of sandstone beds that range in thickness from 6 inches to 12 feet, but that are generally 3 to 8 feet thick. Each bed is composed of a basal portion consisting of medium to coarse grained highly micaceous arkosic sandstone that gradually grades upward through finer-grained arkosic sandstones into siltstones and mudstones in its upper part. Successive beds all begin with coarse sandy material and rest abruptly upon the upper mudstone zone of the underlying stratum."

I here skip another line that deals with minor details of the bedding. The next paragraph states:

"In fresh exposures the sandstone components of each stratum are seen to be firmly compacted, gray to blue-gray in color, usually with a calcareous cementing

k-9

agent. The rock consists for the most part of angular grains of quartz, feldspar, and tuffaceous fragments, with abundant wrinkled flakes of muscovite and biotite. The upper silty or mudstone component is dark, firm, and in a few places sandy."

That is the end of the description of the lithology of the Tyee sandstone.

Q Dr. Mackin, at the location of the Low Pass, does that map indicate that formation to be present there?

A Yes. In addition, it indicates that it is present for some distance to the west and south and east. And on the basis of earlier reports that extend much farther west than this, a report on Lane County, by Warren Dupree Smith, which does not include a geological map of this type, it was possible then to define the area where this same rock unit might be studied with favorable conditions for observing its gradation downward from its surface weathered zone into fresh material. Also the nature of this gradation and its depth. For this purpose, on the first examination I went westward down the valley, down to about Alpha, turned northward on a back road and recrossed the Range at the next northern crossing from Alsea. I subsequently went southward about ten miles from this point, to the most favorable place of all for observing important relationships, where

-10 a railroad tunnel--this is about eight to ten miles south of here, airline, and I can mark its position here. At that place there is a cut through a divide exactly analogous to the one we are dealing with, and on the Coast Range drainage divide, and where the rock could be thus observed as to its depth and gradation. Everywhere here, where it is observed, it is fresh gray in color, and grades upward into brown and tan colors because of weathering. It is best exposed in the railroad tunnel. It is clear that the rock at the depth of the tunnel cut is hard, gray, slightly weathered or unweathered rock throughout the entire distance of the tunnel except for about 40 or 50 feet near the portals where the tunnel is supported by concrete lining. Inside the tunnel where the rock is hard, the tunnel is timbered with heavy timbers to keep blocks from falling down onto the tracks, and lagged in part of its course--that is, heavy timbers to keep smaller rocks from falling, but in this heavy timbered part, there are about 5 to 10 per cent of it openings, where you can see--

MR. BIGGS: (Interposing) Pardon me, your Honor, I didn't want to interrupt but I understand the Professor is talking now about the tunnel, is that correct?

A Yes.

MR. BIGGS: Not this project?

A No.

k-11

MR. BIGGS: And how the tunnel is constructed?

A No, I am trying to indicate the extent of exposure in the tunnel so I could determine what the rock was in the tunnel.

MR. BIGGS: What you saw?

A Yes. This rock is identical in lithology as well as identical as to name with the rock in the Low Pass cut. The depth of the tunnel beneath the surface can be determined only approximately because it is about 175 to 220 feet. That is to say, the tunnel grade is about the same depth beneath the hill at the surface as the road grade in the Low Pass. Elsewhere except for this tunnel exposure, most of the road cuts seen in these traverses I indicated, and in every other road I have seen in this area, are limited to shallow cuts averaging 10 feet with a few exceptional cuts extending up as high as 40 feet. In these, the rock is so thoroughly weathered that it would be classified as loose material, readily removed. In the deeper parts of some of the cuts, that we can discuss in detail as to place and identity, the rock clearly grades downward to the hard, gray native rock. On this basis and on the basis of the steepness of the topography at the hogback-like ridge through which the pass is cut, it is my opinion that a very considerable sheer, certainly 60 feet, perhaps

50 to 60 per cent of the rock excavation would have been--should have been, I think, anticipated on the basis of surface exposures that were available at the time.

Q Now, Dr. Mackin, in this case there has been some testimony to the effect that there has been some unusual structural relationship revealed in the Big Cut.

MR. BIGGS: If the Court please, counsel has on a number of times, with a number of witnesses, advised what the testimony has been. I presume the witness is not called here to be told directly from the State what he is to say; he should be asked what he found, without having reported to him the kind of testimony on which they would like to have an adverse answer.

MR. LINDAS: I will qualify it, your Honor.

A May I interrupt--I have not indicated on this map the position of the tunnel. I think that should be done.

Q (By Mr. Lindas) Would you do that, sir.

THE COURT: Doctor, in each place on the map where you have indicated something, will you place your initials by that indication.

A Yes. (Complying.)

Q (By Mr. Lindas) Now, Dr. Mackin, did you observe the summit cut on the old road?

A Yes.

Q Would you tell the jury whether or not the formation

-13 there was in a tilted manner?

A Yes.

MR. BIGGS: I think, if the Court please--

A The beds of sandstone and shale and mudstone dip steeply to the east, southeast.

Q Would you step down to the model, please, Mr. Mackin.

(Witness complying.)

Q This is Exhibit S. From the model, referring to the south bank of the Big Cut, there seems to be a different degree of tilt shown by the model than appears on the north bank, and that which appears on the summit cut of the old road. Would those variations in tilt or degrees of tilt be inconsistent with the formation found there?

A No.

Q I wonder if you could explain why it doesn't.

A In my examination of the area, it is possible with a suitable compass to measure the inclination of the beds and their trend or the way they lie. The way the beds extend across the country. We did this at a number of points along the old highway east of the summit cut and at a number of points along the old highway west of the summit cut. And at many points in the cut so as to determine whether there was any significant difference between the attitude of the beds in the way they are

-14 tilted in this area. This is done partly to find out--of course, because you can't see it and I can't see it, even though I am experienced in these matters, because of the confusing effect on the exposure of a given bed, in the slant of a bed where it is exposed. It is a very confusing element, and we have two planes, one of tilt and one of exposure; since these are oriented, they produce a very confusing arrangement of lines.

I think the easiest way to do it is to explain with this model and a piece of cardboard. May I do that ?

Q Yes.

A I indicated that the inclination of the beds and the trend are very close to the same throughout the areas we are concerned with. That is to say, throughout the area immediately above the new cut itself, and in the area just to the east of this. For the record, if you like, the strike of the beds is north 20 to 25 east. That is north, 20 to 30 east. The dip ranges from about 55 degrees to about 65 degrees in this area.

Q I wonder if you would explain to the jury what a strike is, Mr. Mackin.

A I can explain it on here.

Q I think that should be marked for identification.

THE COURT: Yes, it should be marked. That will be marked a part of Exhibit 5.

k-15

(Cardboard pattern was thereupon marked for identification DEFENDANT'S EXHIBIT S-5.)

MR. LINDAS: We offer it for illustrative purposes only, your Honor.

MR. BIGGS: No objection.

THE COURT: It will be admitted.

(Cardboard pattern, above referred to, having been previously marked for identification, was thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBIT S-5.)

Q (By Mr. Lindas) Will you continue now, Mr. Mackin, please.

A This is cut rather crudely. It is impossible, of course, to fit it exactly to the model. I have indicated that the actual attitude of the beds, their position, ranges by as much as 10 degrees in the slope and the trend. I think I was just asked to explain what "strike" is. Strike, and dip, a term that goes with it, are simply terms that are used to define the position of the plane. In this case, the strike is the compass direction of the intersection of that plane or bed with the horizontal surface; thus this is the strike. (Indicating.)

end
P-3

A (Continuing) The dip of the bed is the inclination, the angle, between this horizontal plane defined by the angle and the dipping bed. It is obvious, now, that if I were not careful to measure the dip in the direction in which I am holding the pencil, if I swung the dip-measuring device around this way, I would get all sorts of angles, none of which would mean anything. This is the greatest angle of dip, is it not (indicating)? There is only one of that type, so it serves as a complete definition of the bed. It is also evident from the model very clearly that the strike which is the intersection of the bed with the horizontal plane is a very different thing from the lay of the bed or from the trends of its outcrop on an inclined plane, as I think you can see, -- you can see later, if not now, on this model. All of the beds on the south side of the cut seem to slope at a given angle, but this is merely because you are looking at them not in the correct direction, and on the north side of the cut they seem to slope at a completely different angle from those on the south side. Actually, the slope is exactly the same within a few degrees, and the slope up in the old highway cut is again the same within a few degrees.

There is no structural disturbance here. The relationships are perfectly simple. We are dealing simply

A10 with steeply dipping beds of sandstone. Remember that these were laid down first flat. They have been tilted in the uplift of the Coast Range, and after their tilting, variously tilted -- in some places they are flat; in some places they dip or slope westward; in some places they stand like this. We are concerned only with this place, but there is no -- there is not, in fact, here any disturbance, anything unusual, or any change in dip and strike that would be suggested at first -- certainly to anyone going through the cut, -- by the appearance of the beds.

I think that if you will walk around the model later and fit this plane in in approximately the position that I have placed it you will see what I mean.

Notice that the little ribs cut down the north side of the cut are partly gullies that have been cut by rain down the slope, and that the true bedding is seen most clearly in the lower terrace, or, if you had been on the ground, another way to do it would be this: If you could stand, for example, on the highway, you could stand, as we did yesterday, at any point on the highway and look carefully at the beds of sandstone and shale that are there. Then you could match them right across the highway. You could walk across to the same beds and identify them easily, because some are thick and

A11 some are thin, and so on. They are easily identified from the two sides of the highway.

Another way of explaining what "strike" is is that the strike is the way you would have to look, horizontally, for the same bed on the other side of the highway.

The same thing would apply up here. It may be evident from this drawing that the rocks exposed in the shallow cut on the old highway are the same as those that are in the westerly part of the highway cut. The rocks in the east of the center of the highway cut come up to the highway in this position off to the east of the summit cut.

MR. LINDAS: Would you resume the stand, please.

Q (By Mr. Lindas) Now, Dr. Mackin, you used a term, "weathering." Would you explain to the jury what you mean by "weathering," and where it applies in this case?

A Weathering is the softening and loosening of rock at the surface as a result of the operation of the weather in general. Mechanical weathering processes are quite vigorous to a moderate depth -- for example, freezing of water in the soil tends to break up the soil or 5 rock, tends to enlarge the cracks, and water penetrating between the grains of sandstone and freezing will tend to loosen the grains and destroy them, loosen the sandstone.

Rather more powerful, and extending to much greater depths, are other weathering processes that are chiefly the result of a chemical attack upon the rock materials. This rock, you observe, where it is fresh is gray in color. Where it is weathered, it is brown for exactly the same reason that a steel nail goes brown -- goes to iron rust. This is simply an iron rusting process,--an addition of oxygen from the air has caused the oxidation of iron minerals, of the iron content of the original grey rock. Other processes than oxygen are also vigorous, but they are similar -- they are chemical processes. They work commonly from the surface downward. They depend for their potency on chemical substances dissolved in rain water from the air, and so we commonly find in any area a greater or less thickness of weathered mantle material over the bedrock.

Q Now, Dr. Mackin, as a result of your study and examination of the rock exposed on the summit cut of the old road and your examination of the Big Cut on the new road, do you have an opinion concerning whether or not the materials seen at the old road are the same as the materials in the Big Cut?

A It is presently, of course, very different, because the material to the depth of the old road is all weathered. It is brown, -- to a greater or less extent disintegrated, A13 loosened by weathering. But I am perfectly certain that the material inherently -- that is, the material originally -- was the same as that in the old cut. In the weathered material, it is very difficult to distinguish -- difficult for anyone, I mean, including me or a person with experience -- to distinguish between what was the finer textured siltstones and mudstones and shales, whereas, in the deep cut in the fresh material the shales and the finer textured materials stand out very sharply from the other. When the intermediate grades are subjected to weathering, they go first. Ordinarily, the resistance of a rock to weathering is closely a function of the grain size, and in the coarser-grained materials, there is good resistance, in the finer-grained materials, relatively poor resistance, so that whereas in the fresh material the distinctions are rather sharp and clear, in the weathered material these distinctions are blurred by weathering, and there is a complete gradation between the two. It would be very difficult to state the proportions of any of these rocks in either cut, unless we rather rigorously defined their gradation as regards grain size. I think the proportions are substantially the same in the two cuts on the basis of what examination we could make without very, very elaborate studies.

Q Do you have an opinion, as a result of your investigation

A14 and study, Doctor, whether or not the percentage of sandstone and shale as shown on the summit cut of the old road is the same as the percentages of sandstone and shale shown in the Big Cut?

A I think that it is -- was, and, of course, is -- weathered sandstone and shale above, substantially the same from any -- what we did was to deal with individual segments at a time, paced segments, 20 or 30 feet, just as samples, and from segment to segment on the new road cut there are variations in the amount of shale present, of course, -- some a little more, some a little less,—and, similarly, there is on the cut above. I think that they are substantially the same within, perhaps, 10 per cent, which is about the amount of variation in that rock.

Q Doctor, I hand you herewith Plaintiff's Exhibit 5, which purports to be the log of the test hole dug on the summit of the Big Cut, and ask you if you would look that over and then state if you have an opinion whether or not the log is inconsistent with the material found in the Big Cut.

MR. BIGGS: I think, if the Court please, that is a leading and a suggestive question. I object to the form of it.

MR. LINDAS: I said "whether or not."

THE COURT: I will overrule the objection. You may answer the question, Doctor.

A15 A The log could certainly be very much more explicit than it is. As far as it goes, it certainly could not be called incorrect. It could be very, very much more detailed, but that detail would depend on many things, including the manner of drilling. For example, if this were a log of a diamond drill hole it would be wholly inadequate, but as a log of a churn drill hole, it is, I think, adequate for the purpose, and, in general, certainly correctly represents the material.

Q (By Mr. Lindae) Mr. Mackin, I now refer you to Plaintiff's Exhibit 3-B, which purports to show the amount of rock found in the Big Cut, and on the exhibit is a reproduction of the log of the test hole, and at the 39-foot level is the wording "Hard, indurated shale." Do you have an opinion whether or not the finding of rock at the 39-foot level is consistent with the log?

A Yes. The log states, "Hard, indurated shale from 39 feet to 52 feet."

Q Now, would you tell the jury, Mr. Mackin, what is hard, indurated shale?

A No need to say what "hard" is. Hard shale is hard shale. It is a rock. Indurated, in this context, is something like saying hard, hard shale. It says exactly the same thing. Indurated is from the same -- has the same meaning as "durable." It has the same root as "durable."

A16 It means -- indurating is the making strong, or the making resistant to wear of any rock. We speak of rock being indurated when we mean that it is being made hard, so the additional term "indurated" here simply, as I said a moment ago, means essentially hard, hard shale. I don't mean that it is for emphasis. I mean that it is simply another word meaning exactly the same thing.

Q Now, Dr. Mackin, based upon the examination that you have made and the study that you have made of this site, your familiarity with the matter of construction as you have testified to, do you have an opinion whether a contractor experienced in this type of work would know or should know from his observation of the cut on the summit of the old highway and the use of the drill log the nature of the material he would likely encounter in excavating the Big Cut?

MR. BIGGS: I think the Doctor has not qualified as a contractor, if the Court please, or as to what he knows of a contractor's knowledge.

MR. LINDAS: I think it is a matter of opinion, your Honor. He has qualified ----

MR. BIGGS: He might state what his qualifications are.

(Last question read.)

THE COURT: I will overrule the objection. He may answer the question.

A17

A I don't think that he could know. He could scarcely know without a great deal more drilling. "Know" is a pretty strong word. I indicated before that on the basis of my examination of the surrounding area, on the basis of the information that was available in this map published in '51, that the contractor should have certainly very strongly suspected that he would not find the same easy going to any considerable depth in this cut that would be represented by the first 20 feet or so exposed in the old road. I don't think that the contractor could know what was in the depths, but if he is bidding on this type of excavation contract where his profit or loss depends upon judgment as to what he will encounter, then he surely should have suspected that there would be rock in such a deep cut in steep topography on the crest of the Coast Range.

Q (By Mr. Lindas) Are you familiar with the plans and profile, Doctor, that were used for the construction of this highway?

A I have examined them, yes. I have them here.

Q Now, based upon your knowledge derived from your study, examination, and investigation of this area, and your knowledge of the matter of construction of various projects to which you have testified, do you have an opinion whether the material encountered in the Big Cut

A18

constituted an unknown condition of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans?

A No, I don't think so.

Q Based upon your examination and study and your investigation of this matter, and your knowledge of construction methods, do you have an opinion whether the subsurface or latent conditions at the site materially differed from those shown on the map?

A They did not.

MR. LINDAS: You may cross-examine.

THE COURT: Pardon me.

THE WITNESS: May I qualify a statement?

THE COURT: Do you wish to explain your last answer?

THE WITNESS: No; an earlier statement.

THE COURT: Well, we will take a recess at this time. You might ask counsel about that.

You may step down from the witness stand, Doctor.

We will recess at this time, ladies and gentlemen, and you folks of the jury may retire to the jury room.

(Recess)

End
C-4

P-5
k-16

THE COURT: Dr. Mackin, will you resume the witness stand.

MR. LINDAS: If the Court please, I have a few more questions of Dr. Mackin.

THE COURT: You may continue.

FURTHER DIRECT EXAMINATION

BY MR. LINDAS:

Q Dr. Mackin, before you left the stand you stated you wished to qualify one statement you had made. You may do that.

A Perhaps it is not necessary. The point I wanted to make plain was that "indurated" meant hard, and therefore the designation in the log said "hard--hard shale" beginning at a depth of 39 feet; but I did not intend to convey that the person drawing up the log intended to emphasize the word "hard" by "indurated". I would feel that his intent would be to designate the hard indurated shale the same as at the greater depth, simply as hard shale.

Q I see. Dr. Mackin, do you have an opinion of what a latent condition is, to which we have referred here today, or what might be defined as a latent condition?

A Applying directly to this area, a latent condition is simply something not to be anticipated. For example, the red colors on this map.

Q What exhibit is that you are referring to, Doctor?

A The bright red colors on the geologic map.

Q All right.

k-17

A These indicate the position of the outcrop of hard, igneous rock, chiefly basalt, the type of rock used for road material, or granitic rock. There is none of that material immediately in the vicinity of the Low Pass cut. But it is clear, from the fact that it is present in that Lane County, that it might have been encountered, in which case it would have been what I would regard as a latent condition, something completely unanticipated. There are many other types of latent conditions, but this would be applicable to the place itself. I could go on and indicate other types. One example, supposing that in the depth in the cut, and not foreseeable from the surface, was a zone of very badly fractured rock which had been altered by solutions passing through it, into a clay-like material which would flow into the cut as soon as it was made, making it impossible to maintain the cut. That, I think, would be a latent condition not to be anticipated by anyone from the surface exposures. On the other hand, the hardening of the rock at the depth is not a latent condition because it is common knowledge that it does harden beneath the surface, beneath the weather zone.

Q One further question, Doctor. Referring to the geological map you made reference to, are they available for purchase?

A Yes, these are. I don't know whether the price is on here.

k-18

They ordinarily sell for about a dollar. They are available for purchase as soon as published, and they are filed in libraries throughout the state.

MR. LINDAS: We have no further questions.

CROSS EXAMINATION

BY MR. BIGGS:

Q Where did you procure the one you have?

A I procured this from the geological department of the Highway Department.

Q Of what state?

A Of Oregon.

Q Of Oregon?

A Yes.

Q The State of Oregon had it?

A Yes.

Q And the Highway Department had it in its own library?

A Yes.

Q Otherwise it would be found in various public libraries throughout the country?

A In any large public library, and certainly those in Portland, for example, and very likely those in the other cities in the Willamette Valley designated by the Geological Survey, and those are given to them free.

Q You used the words "jetty rock" early in your testimony--is it Mister or Doctor?

k-19

A Doctor.

Q What is the jetty rock?

A Jetty rock is no particular rock type. It is a rock that is usable in building jetties, piers, protection rocks for use out into areas expected to receive an attack by the waves and wind, or by rivers for example; it should have great resistance to the mechanical wear of the waves and resistance to weathering. It must come in large blocks, for example, of 1000 pounds upward to 15 or 20 tons. The specific gravity must be very high.

Q Do you know what the swell factor is of jetty rock?

A Yes, it would be very considerable.

Q Approximately--25 or 30 per cent?

A Usually not that, if it is laid in jetties, because it is commonly not dumped; if the jetty is constructed well, it is laid as carefully as possible under all the circumstances. The swell factor will depend on the shape of the blocks, of course.

Q Could you just fix an extreme limit?

A I should say that in jetty rock, as high as 20 per cent might readily be anticipated.

Q Readily?

A Yes.

Q It might possibly go as high as 30 per cent?

A Possibly. I have never worked on that kind of material.

k-20

Q You hold a Bachelor of Science degree and a Master's degree and a Doctor's degree?

A Yes.

Q And you are a full-time Professor at the University of Washington?

A That is correct.

Q Your life, I take it, has been spent in the study for your work as a teacher, is that correct?

A Yes.

Q Have you ever been engaged in the business of contracting?

A No.

Q Have you ever been engaged in any private business other than consulting and testifying, Doctor?

A As a workman, not as a business.

Q I mean as a business.

A No.

Q You have been dependent in your lifetime on salaries by the State, and such fees as you obtain as a consultant part-time, is that correct?

A Yes.

Q So when you speak of what an ordinary prudent contractor would do or would think, you are not speaking from any experience with construction?

A With contractors, yes.

Q But not as a contractor?

k-21

A Not as a contractor.

Q When were you first consulted by the State as to what the geological formations were, Doctor?

A About the middle of August.

Q Of what year?

A Of 1955.

Q Well after the project was completed?

A After the project was completed.

Q The State did not consult you to find out what the geological structures were at the time of its planning?

A No.

Q So you never had the benefit of seeing it as the original contractors had seen it?

A I tried to put myself in that position.

Q The question was, you did not have that opportunity, did you?

A No.

Q You did not have the opportunity to advise the State, when they were drawing their designs and profiles, that they should reasonably expect to run into a great deal of rock in that Big Cut?

A No.

Q How much time have you actually spent in studying this case, Doctor?

A In August, we spent two days, including the time coming from Seattle and back, and yesterday, all day.

k-22

Q How much time have you spent in the libraries familiarizing yourself with the map and with Dr. Smith's articles on the geological structures in Lane County, and other references you felt might have a bearing on this?

A Something less than half a day, because I was thoroughly familiar with the geology of the Coast Range.

Q Then, of course, you are here today as a witness?

A Yes.

Q Were you here yesterday also?

A No. You mean here in court?

Q Here--available.

A No. I spent yesterday at the Low Pass.

Q You spent yesterday at the Low Pass?

A Yes.

Q So how many days altogether have you spent at the Low Pass?

A Parts of three days.

Q What is your rate of compensation by the State? What is the State paying you, Doctor?

A I believe the fee is $50 a day.

Q Fifty dollars a day?

A Yes.

Q Is that the fee you usually charge in these cases?

A No, it is not.

Q You are charging a higher or lower fee?

A Lower.

-23

Q Your usual fee is what, Doctor?

A $100 a day.

Q $100 a day. You spend quite a bit of your time consulting in matters of this kind, do you?

A All types, and principally I have been occupied with the Priest Rapids Dam. In the summer, I suppose I work about 40 days total in a year, I think.

Q At $100 a day?

A Yes.

Q You actually then were retained to assist the State in defending the case, not in advising them about the planning of the project, isn't that correct.

A Yes. I think that is clear.

Q Did I understand you to say, Doctor, that you were concerned in seeing the site in order to observe what might be seen out there from the cuts from the old highway, among other things ?

A I am not--I don't think I understand you clearly.

Q You were interested in going out to view the site so that, among other things, you could view the cut faces exposed on the old highway?

A Yes.

Q And there you observed the outcroppings of rock which you say inherently are the same as the outcroppings of rock or as the rock that was encountered in the Big Cut?

-24

A The same originally.

Q And it is your opinion that originally they were the same?

A Correct.

Q The only difference is a matter of weathering?

A Yes.

Q To what depths would weathering extend, Doctor?

A That all depends.

Q Well, in this country where we are not subjected to extreme temperatures. There is snow and ice up there, of course, but not the low temperatures you would expect elsewhere.

A Snow and ice has very little to do on the depth of weathering.

Q Snow and ice have little effect on weathering?

A That is correct. I don't know whether I could make it clear without drawing a diagram.

Q Whatever you want to do to explain it.

A As to how deep the weathering would go?

Q Yes.

MR. PETERSON: You may step down to the blackboard.

(Witness sketching on board.)

A The thickness of the weathered material on any slope is dependent upon two rates. The rates at which two things occur. If this be the slope, and this the base

k-25

of the weathered material, it should not be a solid line because it is gradational. Two things are happening here over the centuries. One thing that is happening is the penetration downward, as indicated by these little arrows, of the weathering processes that loosen and soften the rock. This is the rate of penetration of the weathering. The other rate that is important, as regards how much weathered matter there will be at any given place, is the rate of removal of the material by washing of the hill slope, and by creeping and sloughing of the soil material, and other removals. Depending on the variation of these rates, we can have very thick or very thin weathered material. For example, if you vary the rate of removal, and you might vary it obviously in a common sense fashion simply by decreasing the angle of the slope--if we decrease the angle of the slope, we decrease the rate at which the slope washes or delivers the material to its base. Thus, if other things are equal, the weather, the climate and the nature of the rock, and every other factor is the same--if this slope is gentler, then we would commonly anticipate a greater depth of weathered material simply because the rate of removal is now less than it was for this condition above it. We could vary the depth of the weathered mantle also, the slope remaining the same, by varying the rate

k-26

of weathering. And the rate of weathering depends itself on many factors. One obvious and simple one, very straightforward one, is the kind of rock. If this rock here--

Q (Interposing) Doctor, I don't mean to interrupt this discourse, but there is a limit on how far we can go on that, and I am interested in talking about a concrete situation. If you can help us, I would like you to say in your opinion how deep the weathering did extend in the area we are concerned with.

end
P-5

C-6
A19

A The depth of weathering ----

Q (By Mr. Biggs) If you have an opinion. If you can't say, you can say so very frankly.

A I understood you to ask, What is it that controls the depth of weathering in general?

Q No. I say, How deep will it penetrate? How deep does the weathering penetrate?

A That is what I am trying to explain -- how deep it will penetrate.

Q Well, do you have an opinion, taking into consideration all the factors that a geologist would take into consideration on that, -- would you have an opinion on how deep the penetration of the weathering would be in the area with which we are concerned?

A Yes.

Q All right. Will you tell us that opinion?

A You can't state a figure, surely.

Q Oh, I see. You can't tell us in feet?

A (Continuing) Because of these factors that I have been outlining. In the area ----

Q Now, ----

MR. PETERSON: Let him finish answering the question.

A (Continuing) In the area that we are concerned with, there are many variations in slope. That is what I am trying to do up here. There are variations in slope up to 30 degrees down to very flat slopes, and weathering depths will vary depending upon these slope variations.

Q (By Mr. Biggs) Will it help you if we take a particular slope?

A Yes.

Q All right. Let's take the slope on the old cut, directly opposite the summit slope.

A Do you mean the slope ----

Q I don't care what you take, Doctor. You were out there and saw, and so that we will have no possible misunderstanding of the question and the area that I am calling your attention to, I will point it out to you on the model. Now, you were there, and you observed the slopes, and you observed the conditions. Could you tell how far the weathering would extend into the side of that mountain, if you have an opinion?

A Yes.

Q Well, what is your opinion, please?

A Thirty feet to 40 feet, something of that nature.

Q Yes. And would that be true, then, on the same slopes elsewhere?

A It would tend to be true; yes, sir.

Q Yes, sir. And how long ----

A (Continuing) Within the limitations of the other point that I was trying to make here, that the depth of

A21

weathering at a given point depends also on the rock resistance.

Q I understand that, Doctor, and I am asking your opinion on all of those factors. And over what period of time would that weathering require to extend 30 feet in this country -- and I presume you are familiar with the atmospheric conditions, as well as the geology, of the country -- if you have an opinion? And you may take the chair. I don't mean to keep you standing, Doctor. Make yourself perfectly comfortable.

A When a geologist deals with time, he deals with lots of it, and I don't know what you mean in terms of time.

Q Well, I didn't either until you mentioned centuries. Were you speaking of geological periods of time, or were you speaking of mortals' periods of time?

A No, I am speaking of geological periods of time.

Q And, of course, geologists reckon those periods of time in eons ----

A Yes, sir.

Q -- and glacial ages and Pliocene ages and Miocene ages, and all of those other unfamiliar sounding words that we hear of, but which mean literally hundreds and hundreds of thousands of years. Isn't that correct?

A Correct.

Q Yes. In examining the slopes on this old highway, Doctor,

A22

did you find that the conditions uniformly were the same as you found the conditions in the cut, inherently?

A Yes, I think I testified to that.

Q Without exception. Is that correct?

A I don't know what type of exception you mean. Would you specify?

Q Pardon?

A I don't know what type of exception.

Q I mean without exception of any cuts. The cuts were all the same, and every cut out there along the old road that you observed in the vicinity of this summit, or east or west of it, as far as you made your observations and considered them relevant, show basically and inherently the same thing that the Big Cut shows. Is that correct?

A I think "basically" is the word, yes; essentially.

Q Well, I think you used "inherently," but they mean the same thing for all practical purposes. Is that correct?

A Yes.

Q Yes. Now, Doctor, I am asking you to examine the exhibit marked for identification 11, and the exhibit marked for identification 10. Just don't remove the slips. That is what we identify the exhibit by.

MR. PETERSON: Which exhibits?

MR. BIGGS: 10 and 11.

Q (By Mr. Biggs) (Continuing) And I will ask you to state

A23 if they show basically the same condition as the Big Cut.

A Yes.

Q You spoke about "strike" and "dip" and whatnot. Do you find the same strike and the same dip?

A No; very different.

Q Very different?

A Yes.

Q Different from the Big Cut?

A This is west of the Big Cut. These cuts -- these exposures are west.

Q Yes. How far west? Would you know, Doctor?

A Yes. One could have been on the little bit of road shown on the model. You see the little bit of road shown at the northwestern corner of the model.

Q Yes. Do they have the station numbers there? Is it included in that model?

A Yes, it is included.

Q Oh, I see.

A (Continuing) One of these could have been taken there readily.

Q I think they have the station number some place, or do you have them on your model?

MR. ROCKWOOD: Center line of the road.

MR. BIGGS: Center line of the road.

A24

A Oh, excuse me. I am not making myself clear. I said that one of these pictures showing a low dip could have been taken on a little bit of the old road, you see.

Q (By Mr. Biggs) Of course, it is taken on a little bit of the old road, but it is not included in this model, is it? It is west of that?

A No, but a photograph taken at that point would show the same dip as these photographs.

Q As this one up here (indicating)?

A Yes.

Q Yes, sir. And the difference, of course, is that the layers are horizontal, are they not?

A They are near horizontal, -- 5 or 10 degrees of difference.

Q And you think that that basically is no different from the condition that you found in the Big Cut?

A The rock is no different. The dip is different.

Q Oh, the dip is different. Then you might find all kinds of dips out there, but you would find the same rock. Now, will you study those photographs, Doctor, and tell me if they also show the result of weathering, -- if they show the same rock in the same proportions as you found in the Big Cut.

A Yes.

Q But simply the result of weathering?

A If you will excuse me, I think when I was discussing the

25 dip I indicated that to the west of the area that we are concerned with, the dip was gentle, and these gentling dips show on this map.

Q All right, sir.

A Yes. Now, the question is, Do these show the same rock?

Q Yes, sir.

A Yes, this is the Tyee sandstone.

Q And subject to the weathering processes?

A Subject to the weathering processes with differences depending on slope.

Q Yes. In other words, the rock that you see in Exhibit-- what is that exhibit? 10 and 11 are the two exhibits?

A Yes.

Q The rock that you see there is essentially the same rock that you see here?

A It was originally the same rock. It is now weathered.

Q How long ago would it have been originally the same rock -- hundreds of thousands of years ago, Doctor, -- I am speaking, now, not pinning you down to exact years, but getting you into geological time or mortal time?

A No, in geologic time, definitely.

Q In geologic time?

A Yes.

Q So that it is safe to say that probably for the last hundred thousand years, at least, that rock has been

A26 quite different from the rock that you see in the Big Cut. Is that correct?

A Not exactly correct, but I am afraid that I may be confusing if I try to clarify it. May I try at least to clarify it?

Q Oh, certainly, Doctor. We are sure you wouldn't want to confuse anybody.

A It is not strictly correct to speak of the weathering of this mantle occupying a certain period of time, because we are dealing here with rates. Five thousand years ago, for example, this surface was a little bit higher than it is now. Five thousand years in the future it will be a little bit lower. Five thousand years in the past 9 the top of the weathering was a little bit higher. Five thousand years in the future it will be a little bit lower. You see what I mean -- that this blanket is, in a sense, timeless, isn't it? It is moving down with the hill, and it has no period of years during which it is formed. It is always there in effect as long as those slopes remain the same.

Now, I said I might confuse it more than clarify it, but there is no way to talk about years.

Q What I am trying to find out is, in so far as there is any difference in the rock that you see in Pictures 10 and 11 and rock that you see in the Big Cut, is it

A27

accountable for simply by weathering processes?

A It is accounted for, yes.

Q And over what period of time -- large eras or short periods of mortal time?

A Well, certainly, geologic time.

Q Certainly geological time. So that, coming back again to what I say, for the last geological period of time that you want to speak about -- and that means thousands of years -- that rock has been the same. Is that correct?

A Yes.

Q As it appears now?

A Yes.

Q Would you know how long that particular rock had been exposed to the weather? Would that be inconsequential in determining the differences?

A You mean in the road cut?

Q In the old road cut.

A In the old road cut?

Q Yes, sir.

A I suppose, oh, as much as 50 years. I don't know. I don't know when the old road was built.

Q Would it surprise you to know, Doctor, that the very pictures you are looking at, the very cut you are looking at, is freshly exposed rock, exposed within the last two years?

A28

A It would not at all.

Q So that, in your opinion, then, for many thousands of years that rock has been the same underneath as its overburden. Is that correct?

A The weathering is down from the natural surface, not from the roadbed.

Q But basically hundreds of thousands of years ago it was the same kind of rock as you've got in the Big Cut. Is that correct?

A That's correct.

Q Yes, sir. That's what I want to get at. Do you have an opinion how long it would take a contractor without the benefit of your training and instruction in geology, Doctor, to acquire the fund of information which you have exhibited here today so as to acquaint himself with the geological details of the substructures of Lane County, as you have defined them here today?

A Well, if he took that much time he wouldn't have any time to be a contractor.

Q He wouldn't have much time to be a contractor, would he?

A He would therefore depend upon expert knowledge in such fields.

Q He would have to hire a geologist, then, to really advise him on these things properly?

A He might.

A29 Q If he were bidding six or eight jobs every month, it would keep him broke paying geologists' fees to advise him on what he might run into. Is that correct, or is that a little overstatement, Doctor?

MR. PETERSON: It is argument, your Honor. I object on that account.

THE COURT: Very well.

A I might say that he would scarcely need a geologist. Any senior geology student would have done in this case.

Q (By Mr. Biggs) He could have gone to the library and found the map and read the articles and spent some time on the geology of it and determined that sort of thing?

A Yes.

Q And, of course, the State engineers, with their library of geological maps and their trained geologists, and so on, would have all that information available to them so that they should not be fooled on a matter of this kind, should they, Doctor?

A I presume not.

Q And if they were fooled, then it is because they were inexpertly advised, I assume?

A I think that would follow.

Q Yes. Taking up one by one each of the -- do you have the log there, yourself?

A Yes, I have it.

A30 Q Maybe you could follow it, but I will hold it here for the jury to follow. What is overburden, Doctor, either geologically or to a contractor?

A To a contractor, just in common sense, it means material over something harder underneath; a break between something soft and something harder.

Q And then using something other than a common sense definition, does it mean anything different to a geologist, or does a geologist use a common sense definition?

A In exactly the same way.

Q In exactly the same way. Now, what does "sandy clays" mean, either to a geologist or to a contractor, or if one differs from the other tell us about it?

A Well, an interpretation of that -- there is a term -- there is a statement. This has to be interpreted. Each may interpret it in his own fashion.

Q In other words, if you see "sandy clays" out there, "(shale)," that could mean either sandy clays or shale, depending upon who is looking at it. Is that correct?

A No, I don't think so.

Q Well, what would it mean? Just tell us what it means.

A It doesn't mean sandy clays or shale; it says "sandy clays (shale)."

Q All right. What does that mean?

A I presume that it means that the material drilled up from

A31 the churn drill hole was clay texture, sandy material, and that it was presumably shale, but I am not clear. I didn't make the log.

Q I know you didn't make the log, but the point is, you don't know what that means?

A I know what it means to me.

Q What does it mean to you?

A That sandy clays (shale) under something that is described as overburden is something harder than the overburden, which deserves, therefore, to be distinguished from it, and the best that could be done with the material at hand was to call it "sandy clays."

Q But clay is not sand, is it?

A No, but clay can be sandy.

Q Clay can be sandy?

A Yes.

Q And is shale clay?

A Shale is rock, and clay is the substance from which shale would evolve as a result of induration.

Q Yes. And would it be generally soft or hard material?

A Clays have no meaning as regards hardness.

Q You can't tell whether it would be soft or hard?

A You can't tell from the word whether it would be soft or hard.

Q And "sandy clays" wouldn't indicate hard or soft?

A32

A "Sandy" would have nothing to do with the hardness. It would indicate simply that there are grains of sand in the fine textured clay.

Q Which would be abrasive, but whether it would be hard or soft you wouldn't know?

A The clay would not imply hard or soft. Much clay is plastic.

Q And shale, as you have described, runs all kinds and degrees of hardness and brittleness and all that sort of thing. Is that correct?

A Yes.

Q Did any of the shale that you observed in the cuts of the old highway give you a tip as to what that meant, ----

A I am not very clear ----

Q -- Dr. Mackin?

A I am not clear as to what you mean.

Q Did you observe shales on the exposed cuts on the old highway in the area of this cut?

A Yes; some things I would call shale.

Q Just some things?

A Yes; very thinly bedded rocks.

Q And what would you call the other things on the exposed cuts of the old highway which were not sandstone but lay between the sandstone?

A Whether weathered mudstone, as indicated on this map, weathered siltstone, -- all of the gradations between a coarse sandstone and a shale -- they are all present.

Q And the mudstone and the siltstone ordinarily are softer, are they, than sandstone?

A This mudstone and siltstone are not necessarily softer when they are fresh, as indicated by the text I read.

Q Let's talk about what you saw them to be out there on the cut. Unfortunately, of course, ----

A I saw what is described in better words in the text, actually. Everything in the text I would gladly defend.

Q Was the shale such, that you observed out there, that it came easily apart and crumbled easily and could easily be kicked out of the seam?

A You are referring to the deep cut, or the highway?

Q No, I am talking about the cuts on the old highway.

A The old highway?

Q Yes, sir.

A The shale is easily dug out almost with the fingers.

Q And to a contractor who was trying to read this log in the light of what he could see out there in the cut, and who had not consulted a geologist but was just depending upon his experience and what he could see, would he interpret that, then, as being a material easily removable by machinery? If you don't know, you can say so, Doctor. You are not a contractor, but since you spoke about ----

34 MR. PETERSON: Give him a chance to answer it, Mr. Biggs.

Q (By Mr. Biggs) -- what a contractor would think, ----

A I think he would be down, as I indicated before, in a dangerous fringe in that interpretation. If we were an optimist he might interpret it so; if he were inclined to be conservative he would be inclined to be careful about bidding anything advertised as sandy clays (shale).

Q You think he would be?

A I am sure he would be.

Q Yes. In the light of what he could see on the cuts of the old highway?

A In the light of what he could see in the Coast Range in that area in the same rock, yes.

Q All right. Now, answer my question, if you will, please. I don't mean to be argumentative at all, Doctor, but if the contractor attempted to relate the shale that he saw -- that is, the materials in between the sandstone layers which were exposed on the faces of the old cuts of the old highway to sandy clays (shale), here, would he be thinking of a material, then, Doctor, that, as you say, could be picked out almost with your fingers?

A Well, if he did think along those lines he would be very wrong.

Q In other words, he shouldn't have attempted to relate this to what he could see out there on the old highway.

A35 Is that what you are saying?

A Of course, -- no, indeed. There is a relationship between them. However, there is a big difference between them. The material in the old highway is weathered shale, and what he has to dig in depth is going to be unweathered shale, ----

Q Yes.

A -- and this makes the difference between diggable and not diggable.

Q Yes. Weathered for a period of 30 years? Would that make a difference, Doctor?

A No, I am talking about geologic time.

Q Yes. Well, this had been weathered for only 30 years, Doctor. That is when the old highway was made.

A Oh, I certainly differ with you in that connection very strongly.

Q Oh, I see.

A (Continuing) The old highway was cut in rock that was already weathered. It was certainly fresher than it is now. This kind of material air-slacks very readily. In the new highway cuts, already much of the shale and mudstone can be crumbled with the fingers within a few inches of the surface, so that that air-slacking, however, is very different ----

Q All right, Doctor. Then ----

A36 MR. LINDAS: If the Court please, let him answer.

MR. BIGGS: Well, if the Court please, part of the answer is not responsive, and I want to cover the ground. I don't want a lecture on geology. I beg your pardon, Doctor, but ----

MR. LINDAS: He should have a right to answer the question. He may be allowed to explain.

THE COURT: There is no question presently before the Court, or answer, I don't believe.

Just for your future guidance, Doctor, you have a right to answer the question, and if you desire to you may explain the answer.

THE WITNESS: Thank you.

MR. BIGGS: May I ask the Court to add, so long as it is responsive to the question?

THE COURT: Yes; so long as it is responsive to the question asked.

MR. BIGGS: Yes.

Q (By Mr. Biggs) Now, in fewer words, maybe, could you tell us what this would mean in terms of its ability to be excavated and ease with which it could be excavated by machinery, or do you know, Doctor?

A You mean dealing with a log alone, with no other information?

Q No, I am asking you to consider the information that the

A37 contractor had available to him, what he could see on the old cuts -- that is, the cuts of the old highway.

A I think that he would begin to concern himself with the diggability of it at that point. I am referring, now, to the break between 18 and 39.

Q Yes. Sandy clays (shale)?

A Yes.

Q Now, the next one is "hard, indurated shale," and you gave us a definition -- I presume it was a dictionary definition, although I haven't seen that.

MR. PETERSON: Will you speak just a little more loudly, counsel?

MR. BIGGS: Yes.

Q (By Mr. Biggs) Does "indurated" also indicate a brittle quality, or may it?

A No, not in a technical sense, and I am reasonably sure it does not. It was not any quality of brittleness that was involved. It is durability.

Q Yes, durability. Well, a brick is durable, but also brittle?

A Of course.

Q And brick is indurated?

A A brick is baked.

Q It is baked, but it is indurated, hard, and durable.

A Yes.

38 Q So that it may be brittle?

A It may be brittle or nonbrittle.

Q Yes. And did you observe whether the shales and these other qualities of materials observable from the old road were brittle, Doctor?

A The weathered shale is distinctly brittle.

Q Well, was there anything else that you could see out there that wasn't weathered within the terms of time that you are using, Doctor?

A In the old road cut?

Q In the old road.

A Some of the thicker beds of sandstone are very little weathered in the core of large, boulder-like masses, but all of the shales and finer textured materials, the mudstone, siltstones, are thoroughly decayed.

Q Then you come into sandy clay shale, again, and I think we have about exhausted that subject, Doctor. I will confess to you I don't quite know what you mean by that, but ----

A I will be glad to ----

Q You think that might mean different things to different people. Is that correct?

A Well, it can only mean one thing to me.

Q All right. Tell us again.

A It means a shale. The qualifying term, "clay," is very much like the qualifying term "sandy," above. It means that the shale is composed of sandy-sized particles, clay-like material that has been hardened into a shale.

Q And some sand in it. Is that correct?

A Yes.

Q But what would "clay," alone, mean?

A Clay would mean something that is judged to be relatively less hard than the shale.

Q "Hard shale," then. How would you distinguish that from hard, indurated shale?

A There is no distinction. I tried to make that point clear.

Q I see. Except the one is emphasized. This would be harder, the depth between 39 and 52 would be harder, in your opinion, in the mind of whoever wrote the log, than the depth at 105. Is that correct?

A No, I tried to make that very clear, -- that I do not think that is the case, that hard shale is hard shale, and "indurated" means -- adds nothing to the meaning.

Q So that whoever put that in either didn't know what he was talking about or he had some thought in mind that you don't have. Is that correct?

A Possibly, because, as I say, it conveys nothing to me. It doesn't mean that it is harder.

Q At 105 and 160, we have the word "shales." What would

A40 "shales" mean, now, in the context in which it is used as opposed to sandy clay shale and clay and overburden and all that? What would "shales" mean?

A It would mean exactly the same as shale. It would mean that in this material he did not observe particularly any considerable amount of sand, for example, -- that sort of thing.

Q Yes. Would it be harder or softer than the other material?

A No difference.

Q No difference?

A Shale is shale, as far as that log is concerned.

Q Would it be more diggable or less diggable?

A The same.

Q Well, what do you mean?

A The same as the other shale.

Q The same as the other shale?

A Yes.

Q Then do you find in the seriatim log -- the seriatim part of the log -- I mean the depth-by-depth, stage-by-stage, following series ----

A Yes.

Q -- do you find reference at any point to sandstone?

A No.

Q You do not?

A No. I see the sandstone represented only by the

A41 designations "sandy" at two places.

11 Q So that whoever wrote that down there would be basing it upon some information other than that shown in the seriatim part of the log. Is that correct?

A Yes, that would be based upon observation of the road cuts above, and perhaps -- I don't know to what extent -- upon examination of the cuts from those various depths.

Q From the examination of the cuttings?

A From the cuttings, yes; the chips that came out of them.

Q If you were preparing a log, you would want it to show all of that on the log, itself?

A Not necessarily; depending upon the purpose of the log.

Q Your testimony, I believe, was that the log was not very complete. Was that it -- or what was your criticism of it -- that it wasn't prepared as you would have prepared it?

A No. I indicated that it would be extremely inadequate if it was a log of a diamond drill hole where we have much more information available. In a churn drill hole we have only the cuttings, which are all loose material.

Q Now, do you know whether the material that you observed on the exposed faces of the old cut was diggable material, and do you want to know what I mean by "diggable"?

A You mean without use of blasting equipment?

Q Yes, sir; and with modern machinery.

A42

A I would say so.

Q You would say that it was diggable?

A Surely.

Q And, of course, you have had experience enough with contractors to know that that is the thing that is important to a contractor -- whether it is diggable or not diggable.

A Yes.

Q Yes, sir. Did you observe the cut immediately to the west of the Big Cut, Doctor?

A You mean ----

Q And on the north side of the road?

A On the new highway?

Q Yes, sir.

A Yes.

Q Did you observe at what depths the overburden extended, then, -- that is, to what elevation, from the top down, before any rock was encountered?

A Considerably greater than in the Big Cut.

Q Well, what about that? How deep did the overburden and diggable material extend in that cut -- and it is the one immediately to the west of the Big Cut -- before rock was encountered?

A I didn't observe it that closely. It was certainly notably deeper -- I am just guessing, now -- I made no

A43 measurements -- I would say 40 feet, easily; perhaps more.

Q Would it surprise you to know that the cut was 100 feet deep, Doctor, and that its low elevation was almost equal to the bottom of the grade of the Big Cut?

A No, it would not surprise me. I paid no particular attention to it.

Q That would not seem significant to you?

A It would signify, if the material was loose to that depth, that weathering was deeper there.

Q I see. Well, is what I have understood your testimony to be that it was a logical thing from what you could see up there on those relatively shallow cuts of the old road to predict that throughout that whole area involved in this project you would run into rock, 'way before you got to 100 feet and could anticipate substantially the same amount of rock that was down in the Big Cut?

A No, I think that you have misunderstood me.

Q All right, sir. Then maybe some of the jurors have, and if that isn't your testimony I wish you would explain.

A I indicated the depth of the weathered mantles depends upon, among other things, slope, and in the case that you are referring to that cut is in a spur, a spur that extends in this fashion outward rather than a divide, and relative to this spur, which has distinctly gentler

A44 slopes than the 30-degree slopes from the hogback-like ridge to this spur, weathering can direct its attack from both sides as well as from the top, and weathering is ordinarily deeper in a spur than it is on a divide. This is a divide between two streams. Weathering approaches only from the face. On the spur it approaches from both sides.

Q Let's take a look at the profile, here.

THE COURT: Pardon me. May I interrupt you at this point, Mr. Biggs?

MR. BIGGS: Oh, I'm sorry, your Honor.

THE COURT: Mr. Mackin, you may step down from the witness stand at this time.

It is time for the noon recess, ladies and gentlemen. You are excused until one-thirty this afternoon.

(Thereupon, at 12:03 o'clock P. M. a recess
was taken until 1:30 o'clock P. M. of
this day, Tuesday, January 17, 1956.)

End
C-6

[illegible] . M.

[illegible] the

A On [illegible]

were [illegible]

Q Well, is [illegible]

A Yes. [illegible]

Q Material that woul[illegible] the test pit log?

A Yes.

Q Speaking now not geologically, [illegible], but just as a practical matter would you say that the conditions in the Big Cut were materially different than the conditions shown on the exposed cut faces on the old road ?

A They were materially different but they were what would be expected from the material above. As I said, there is normally a downward change in resistance.

k-2c

Q The indication was that the stuff in the Big Cut was much harder and consisted of much more sandstone than shale?

A It was much harder because it was not weathered. I don't think it consisted of much more sandstone.

Q You didn't measure or compute those quantities, did you?

A We did not compute the whole cut and measure through the whole cut. We took what we considered representative places and measured them.

Q Would you tell us what you did?

A We took those places and by computing, we arrived at the unit segments that would be representative. There would be about 10 or 15 per cent shale in the Big Cut, on the average.

Q What was the rest of it?

A It would be divided perhaps equally between siltstone or coarser mudstones and sandstones.

Q What is the blocky stuff you see in the pictures of the Big Cut?

A You mean the big breaks?

Q Yes.

A Mostly sandstone.

Q Then the little breaks in between would be what, shale, mudstone?

A Shale and mudstone, and siltstone.

k-29

Q Now are you telling us, Doctor, that the quantity of sandstone observable in the Big Cut was not much different from the quantity of sandstone observed in the old cut up here?

A Yes. Remembering that the weaker materials or mudstone in the old cut weather readily into soft material.

Q So we can understand, you are saying that the blocky stuff up here was found in about the same proportion to the softer mudstone as it was in the Big Cut?

A No, only the hardest sandstone layers are surviving as blocky material in the weathered cut.

Q Just show us what you measured, if you will, Doctor, and where you measured.

(Witness indicating diagram.)

A We walked along this face or taped along that face, and estimated the amount of sandstone and shale and intermediate grades of siltstone in that cut, on the understanding that a great deal of soft material in that cut is siltstone and the finer grades of sandstone that could not be distinguished on the basis of weathering.

Q Doctor, I am confused and perhaps some of the jurors are by your terms of siltstones and mudstone and so on. So we can all see what we are talking about and know what we are talking about, I want you to look at the pictures marked Plaintiff's Exhibits 6 and 7. And will

k-30

you tell us what areas you measured, from that.

A Yes.

Q What did you measure?

A The measurements were made across the tip of the beds. We measured two units. This would be clearly sandstone.

Q You are indicating the side material on there would be sandstone?

A The strong ledges.

Q They would be?

A Clearly sandstone. That is the coarser.

Q Then all the other material would be softer?

A These are the finer grade of sandstones and shales.

Q That would be the softer stuff there; you could dig it with your fingers?

A Yes. But you couldn't dig everything there, of course, with your fingers.

Q Tell us the difference in quantity, by volume, of the hard white stuff and the dark black stuff.

A I said we were not distinguishing between the hard white stuff and this black stuff. I said we were distinguishing between the finer and the coarser grades, which in the Big Cut appear as strong as this. The weather will find out differences in the resistance of the rock that you could not see.

Q I see. But so far as a contractor could see, going out

k-31

to look at the job, it would appear to him that there was certainly not more of the white than of the other stuff which would appear to him to be soft, however it might be classified otherwise geologically, is that correct?

A Yes.

Q For our purpose, we wouldn't want the jury to believe that your measurements showed that there was as much of the white or lighter colored material on here, sandstone, in relation to the rivulets or layers of the other material as there was on the Big Cut, would you?

A I think I have indicated that rather plainly.

Q Pardon--you what?

A I think I have indicated that distinction rather plainly. In the excerpt I read from the map, the authors of the map were careful to point out that in each unit, each sequence of beds started of course with sandstone, then they gradually become finer to the top, and the top part is shale.

Q Yes. I am sure we understand that, Doctor, but now, not talking in geological terms, you wouldn't say that the quantities of what would appear perhaps to a layman as sandstone, being the lighter colored material, was quantitatively the same as the cut in the old road and the new cut, would you?

k-32

A Certainly not.

THE COURT: If you are using the exhibit, will you state the number of the exhibit.

MR. BIGGS: I was referring at that time, if the Court please, to Exhibit 18, and I will permit the jury at this time to examine the exhibit.

Q (By Mr. Biggs) Your answer was "Certainly not"? Is that correct?

A Yes.

(Witness resumes stand.)

Q Just one other question, Doctor, I think. You stated that the steepness of the slopes slows the weathering process; is that correct?

A No.

Q Isn't that correct?

A No, I indicated that the rate of weathering, the rate of removal of material from the slopes increases with the increase in steepness of the slope.

Q That is, that it is greater with an increase of the steepness of the slope?

A The rate of it, yes.

Q So I misunderstood you on that?

A Yes.

MR. BIGGS: That is all, Doctor.

k-33

REDIRECT EXAMINATION

BY MR. LINDAS:

Q Do you have an opinion, Doctor, whether the sandstone found in the Big Cut would be classified as jetty rock?

A Certainly not.

Q Would you state your reasons for that?

A It simply doesn't have the quality of jetty rock. It easily weathers, even on the face of the Big Cut, even in a few years or the short time it has been exposed. It is not heavy, it is not strong, it would not take the buffeting of the waves and the weathering that jetty rock is subjected to. It would not in any way qualify as jetty rock.

Q During your--

A (Interposing) Excuse me. It might at first glance suggest itself as jetty rock on the basis of the size of the blocks, but with one blow of the hammer, you would know that it was not jetty rock, but is a soft sandstone.

Q Now, Doctor, on cross examination you started to explain about air-slacking. Would you elaborate on that and tell us what air-slacking is so far as applied to the sandstone and shale in the Big Cut?

A Well, the term is a nontechnical term or a popular term. It simply means that when a rock that was formerly underneath the surface is now exposed to the surface,

k-34

it quickly takes up water, swells, partly because it takes up water and partly because of the relief of the pressure that was on it before, so in a space of time many rocks will, for a few inches down or maybe more, lose coherency and break up in small granules.

Q In your examination of the Big Cut did you notice any of that?

A Oh, yes, the normal weathering process has caused to fall out of the cut a very large amount of material. This would be perhaps loosely called air-slacking and erosion of the cut.

Q During cross examination, Doctor, you were shown pictures of some layers of sandstone and shale on Exhibits 10 and 11, westerly of the Big Cut on the old road, that showed layers apparently horizontal. My question is this--is there any inconsistency with the layers shown you in Plaintiff's Exhibits 10 and 11, being on a horizontal plane, as opposed to the sidehill cut on the old road being at a different or more vertical plane?

A You mean is there anything abnormal or unexpected in it?

Q Yes.

A No, the beds are steeply dipping in the whole vicinity of the Big Cut, including the road cut above it, to the east of it; to the west, we deal with more gently dipping beds. If I could hold this up to illustrate--

k-35

right here are more steeply dipping beds, then turning it this way, are less steeply dipping beds. This is a fold or anticline, and the coast ranges of Oregon are generally folded in that fashion. In other words, during the time of uplift of the range, from the time the beds were deposited as flat sheets, the beds have been variously wrinkled and bent. Is that what you mean?

Q Yes, that is what I had in mind. Now, Doctor, is it your opinion that the weathering observed on the summit cut of the old road would or would not have been the same if the cut hadn't been made there? For instance, the ground had not been disturbed? Would that same weathering have appeared underneath the overburden at the summit cut on the old road?

A Yes, essentially the same. Most of the browning, that color would have been there, and the softening. There have undoubtedly been some quickened weathering as a result of the cut, but the cut originally surely did not penetrate downward into completely unweathered rock. It was all in rock that was to a greater or lesser extent weathered under natural conditions before the old road was made.

Q Now, Doctor, referring--

A (Interposing) The evidence for this is very simple. That is in the youngest road cuts in the area, that is,

k-36

cuts made a few years ago, we have the same deep weathering.

Q I see. I am handing you here Plaintiff's Exhibit 37 and I will ask you this. Referring first to the log itself in the seriatim report, and then to the description or modification or whatever you should call it, in the paragraph form at the bottom--is that paragraph at the bottom relating to the test hole inconsistent with the seriatim report?

A No, it further explains the seriatim report. It is the--it is my understanding that that note was added by Mr. Scott on the basis of examination of the log and some of the material, and based upon his--

MR. BIGGS: (Interposing) Just one moment, if the Court please. I think that would be hearsay.

THE COURT: I will sustain the objection.

end
P-7

-8
A45

Q (By Mr. Lindas) Now, Dr. Mackin, this being a churn drill that was used in this case, is it possible by the use of a churn drill on a seriatim report to measure the thickness of the various layers of sandstone and shale through which the churn drill went?

A That would be very difficult to do. It would depend, of course, on the thickness of the layers. If we had five- or ten-foot layers of sandstone, then five- or ten-foot layers of shale -- that is to say, very thick layers, -- the driller would know when he was in one versus the other. However, in this case, where some of the layers are only inches in thickness, or only a few feet in thickness, if the driller chops, let's say, four feet, then the material he brings out in his baler will necessarily be a mixture of soft sandstone bed and some of the shalestone bed, and he will necessarily report that mixture, and it, with us, would not be practical to deal with details of thickness in any manner, as is well understood in the reading of all churn drill logs.

(The photograph, here offered, was marked for identification DEFENDANT'S EXHIBIT Z.)

MR. LINDAS: Do you have any objection?

MR. BIGGS: No objection.

Q (By Mr. Lindas) I hand you herewith, Dr. Mackin, Defendant's Exhibit Z for identification, and ask you

46 what that photo purports to show with relationship to the vicinity next to the Big Cut, particularly to the west.

A The photograph is taken from the west, looking eastward. The large cut shows in the middle of the upper part of the photograph. The old road that has been referred to just above the large cut shows just to the right of the large cut. It is a general view showing a larger area than the large cut alone.

MR. LINDAS: Counsel said they had no objection. I will offer it into evidence.

THE COURT: You may mark it as admitted.

(The photograph, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBIT Z.)

Q (By Mr. Lindas) Now, Dr. Mackin, on cross examination you were questioned relative to the cut to the west of the Big Cut, and you were explaining at the close of the morning recess your opinions concerning the weathering pertaining to that cut west of the Big Cut. I wonder, with the use of this photograph and the use of the board, if you can further describe what you were talking about in so far as the weathering and the materials likely

A47

to be encountered on the cut west of the Big Cut are concerned.

A Yes. The photograph shows ----

Q Can you hold it up to the jury?

A Yes.

Q Could you stand down here, perhaps, Doctor?

A (Descending from witness stand) The photograph shows the lower, and more in the foreground and to the right the second cut that was mentioned. I indicated in discussion of the matter that this cut was on a spur, and therefore was a materially different arrangement of the weathered material and the fresh material than in the hogback, which is a divide. I have since inquired as to the dimensions of these cuts, and have obtained from the original cross-profiles of the road the correct figures on the -- well, on the dimensions of this cut. Might I use the blackboard to illustrate that point?

Q Yes.

A I was given to understand that there was a cut here of -- I think the figure 160 feet was mentioned.

MR. BIGGS: May I inquire at this point, if the Court please, who gave the witness that to understand?

THE WITNESS: That was your statement.

MR. BIGGS: 100. I'm sorry.

THE WITNESS: 100. I understood you to say 160.

A48 MR. BIGGS: I said it went to an elevation almost equal to the elevation of the grade of the Big Cut.

A (Continuing) This is a sketch with the correct dimensions, but the angles, of course, will not be correct (drawing). The slope of the spur is of this general sort (drawing). The old road is at the top of the slope. The road cut is in this position (drawing). The height of the original surface above the center line of the road would be approximately 60 feet. The maximum height, this vertical dimension, is about 120 feet. The distance to the center of the road from the surface, measured, would be 50-odd feet, something less than 60. The question was a matter of depth of weathering, and I am corrected 12 in understanding now that the figure given was something like 100 feet for the depth of unweathered material. The weathered matter, of course, is parallel with the hill slope, and must be measured in this plane. I understand, further, that some blasting was done in this part of the cut. The suggestion is, therefore, that the actual thickness of the weathered mantle in this cut was not 100 feet, but something between 50 and 60 feet, and this difference between the weathering on this spur, which is a spur end, and the large cut just to the east is certainly to be expected on the basis of this being, as indicated earlier, a considerably gentler slope than

A49 the cut on the east. The cut on the east, itself, shows, as you may remember from having seen it, a considerable difference in the depth of weathering on the two flanks of the cut -- on the west side, relatively thin, perhaps 20 feet; on the east side, closer to 30 or 40 feet.

MR. LINDAS: Thank you, Doctor.

We have no further questions.

RECROSS EXAMINATION

BY MR. BIGGS:

Q What is the elevation at the bottom of that cut just to the west, Doctor? Did you inquire?

A Do you mean the altitude above sea level?

Q Yes, sir.

A I don't know that.

Q Did you check it to see what its elevation was relative to the bottom of the Big Cut immediately to the east?

A No, I did not check it, because it has no meaning to me.

Q It has no meaning to you. Would you say that the driller would be unable to show the depth of the strata with the kind of a drill that was used, -- couldn't show the various depths of the strata that he went through?

A I didn't say "depth." I said thickness of each individual strata.

Q That is what I meant to say, -- the thickness of each individual strata. That's right.

50 A That's correct.

Q You could not show that?

A You would not show it if you were showing the thin embedded materials in thinner strata than the baler removes.

Q So if you purported to show it, you would be making an inaccurate statement of what it showed, because that information just isn't available?

A You would be doing the best you can.

Q Doctor, the point is, if I get it, that with a churn drill you cannot show what the thickness of the strata are, as is done on the log. Is that right?

A Yes. Let me explain that more fully.

MR. BIGGS: Well, if the Court please, ----

MR. LINDAS: I think he is entitled to explain it. He has answered the question. I think he is entitled to explain his answer.

MR. BIGGS: May I be heard? I think we have been permitting the Doctor to argue the State's case for them. He has been giving us dissertations that are probably not responsive to the questions. Now, I would like to ask him this question, with explanations to follow, if that is necessary, but it is a question that bears directly upon what I understood him to say on his redirect.

THE COURT: All right. If you will attempt to answer this question specifically, Doctor. Then you may make any

A51 explanation of your answer you feel is necessary.

THE WITNESS: Thank you. Now, what was the question?

(Last question read.)

A There is no one word to answer it. The answer is "Yes" and "No."

Q (By Mr. Biggs) Is that your answer? Then you may explain.

A Yes. The point is that the hole is baled, and it is only at the time of the baling that the driller has any information as to what is accurate or reliable information that would appear on the log. At the time of baling, supposing that he is drilling through strata that are one foot of shale and one foot of sandstone and one foot of shale, and if he bales at three feet, then he could not define the thickness of any one of those individual layers of sandstone.

Q That seems rather obvious, Doctor, and I thought you had made it rather obvious.

A Yes. Now, however, supposing that he is in a unit that consists of 60 or 70 per cent sandstone and a much smaller proportion of shale, and if this unit is 20 or 30 feet thick, then he would indicate that somewhat differently from what he would if he were in a thicker shaled unit, because he would be able to do so.

Q If you, Doctor, were given a log of that kind and not told what kind of a drill was used, would you assume, from

A52

the fact that the log has set out in definite strata and definite depths the qualities of material that the driller was using, the kind of a drill that would permit him to make that determination?

A No, I would not.

Q You would not?

A I would not make any such assumption.

Q In other words, what purports to be shown there, then, can be very misleading because of the type of the drill that was used and the manner in which they attempted to show the materials that were encountered. Is that correct?

A I think not misleading to anyone accustomed to dealing with drill holes, because he would first inquire as to the nature of the drilling before interpreting the log.

MR. BIGGS: I think that's all, Doctor.

MR. LINDAS: That's all, Doctor. Thank you.

THE COURT: Step down.

(Witness excused.)

MR. LINDAS: Would it be all right, if the Court please, if we excused Dr. Mackin at this time?

THE COURT: Yes.

(Dr. Mackin at this point left the courtroom.)

MR. PETERSON: Call Mr. McInroe, please.

A53

CHARLES McINROE was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. McInroe, would you state your name into the record, please?

A Charles McInroe.

Q Where do you live, sir?

A Portland, Oregon.

Q And how long have you lived in Portland?

A About 15 years.

Q And what is your occupation or business, sir?

A Well, I am with Rogers Construction Company, Inc.

Q And how long have you been connected with that firm, sir?

A Oh, about 21 years.

Q And with what type of business is that concerned?

A Well, we are highway contractors, grading, surfacing, paving, oiling.

Q And during the period of years that you have been with that company, Mr. McInroe, what have been, generally speaking, your duties, sir?

A Well, a lot of it has been supervising of the jobs; part of the work has been preparation of the bids; part of it in the office.

A54

Q And over the years, then, you have made numerous investigations preparatory to setting up bids for contract. Is that correct?

A That's correct.

Q Would you care to state into the record for the benefit of the jury, Mr. McInroe, some of the projects over the years that you have worked on?

A Oh, do you mean with ----

Q Sir?

A You mean with the Highway Department or the Bureau of Public Roads, or what?

Q With anyone.

A Well, we have worked with the Highway Department since 1937, various contracts, Bureau of Public Roads over a period of a good many years, the Army Engineers, some work, some private work, and some work for the Navy.

Q And do you have any projects at this time under construction?

A Do we at this time?

Q Yes.

A Yes, we do have.

Q Would you care to name them, sir?

A Well, we have a job at Ontario, Oregon, with the Highway Commission; we have a job at Meacham, Oregon, with the Highway Commission; one at Bradley Park, which is down near Astoria.

A55

Q And are those excavation jobs?

A This is excavation on all of the jobs; two of them are prime excavation jobs. The one at Ontario -- there is a certain amount of excavation on it.

Q Now, did you have occasion, sir, to make an investigation of the Low Pass job involved in this matter today?

A We looked at the Low Pass job. However, we did not bid it.

Q And you looked at the job prior to the time of the bid letting, did you, Mr. McInroe?

A Yes, sir.

Q And did you make a personal investigation of the job, Mr. McInroe?

A Well, we looked at the quarries at the time, at that time. At that time we were interested in the paving and surfacing of it and the grading. We were more interested in the crushing and paving than we were the grading, however, because our grading equipment was tied up. However, we looked at the grading.

Q And did you have a set of plans, sir?

A Yes, sir.

Q And did you have a test hole log at your disposal?

A No, sir.

Q Did you make a request for a test hole log?

A No, we did not.

A56 Q State, if you can recall, Mr. McInroe, approximately how much of the Big Cut portion of that project that you expected to shoot and blast.

A Well, now, you are basing that -- if we had bid the job?

Q Yes; on your preparation in preparing the bid.

MR. BIGGS: If the Court please, I think the witness very **fairly** said that he had not intended to bid the excavating job, and there is no showing he did, in fact, attempt to classify the work.

13 THE COURT: I will sustain the objection. I think it should first be shown that the witness did that.

MR. PETERSON: I didn't understand, your Honor.

THE COURT: I think I will sustain the objection. You might inquire from the witness if he has any basis for that.

Q (By Mr. Peterson) Did you form any opinion as to the amount of yardage that would have to be shot in the Big Cut?

A Well, we form an opinion on lots of jobs, because the jobs, even that we don't bid, -- we form an opinion of it to base other bids on.

Q And did you form an opinion as to what would have to be shot in the Big Cut on this job?

A The one on the top of the mountain?

Q Yes, sir.

A Yes, we did.

A57

Q And what was that, sir?

A Well, we estimated -- our estimate, which is purely an estimate on our part, was 50 to 65 per cent of it would have to be shot.

Q Now, the plans on the Low Pass job call for 1 to 1 slopes. Did those plans tell you how much material you would have to blast in the Big Cut?

A No, sir.

Q Do you have an opinion, Mr. McInroe, whether a 1 to 1 slope in plans for such jobs as the Low Pass would indicate to the prudent, experienced contractor whether materials would have to be shot or whether they are diggable?

A They have never so indicated to us.

Q And do you have an opinion whether they would indicate that to the ordinarily prudent contractor, sir?

A I didn't understand.

Q Do you have an opinion as to whether 1 to 1 slopes in plans would indicate to the ordinarily prudent contractor the type of materials that he might ----

A In my opinion, it would not.

Q Now, the plans in this case call for a shrink factor of about 5 per cent. Did that tell you how much material you would have to blast in the Big Cut?

A No, sir.

A58

Q And do you have an opinion whether a shrink factor of about 5 per cent in plans would indicate to a prudent, experienced contractor generally that the materials would have to be shot, or whether they would be diggable?

A No. In my opinion, your shrinkage factor wouldn't determine that.

Q Would not determine that?

A No, -- I mean what your shrinkage was there.

Q Now, do you have an opinion ----

A That is very close, I would say.

Q Do you have an opinion, Mr. McInroe, based upon your long experience and your investigation of this particular job, whether finding more material in a cut 190 to 200 feet deep that had to be blasted and hadn't been anticipated was an unknown condition of an unusual nature differing from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications?

MR. BIGGS: If the Court please, I object to that as being an improper question, because the hypothesis is not complete. There has been no showing that this man looked this job over with the idea of bidding the excavation. There is no showing that he is prepared to answer that ----

MR. PETERSON: I think counsel is correct, and I will withdraw the question, your Honor.

A59 THE COURT: Very well.

Q (By Mr. Peterson) Mr. McInroe, if the plans on any excavation job called for a 5 per cent shrink, sir, and the results were 1 per cent swell, would that 6 per cent variation, in your opinion, between the estimate and the final be a great or small difference?

MR. BIGGS: Now, if the Court please, I don't know what evidence in this case that is based on. There has been no showing that, if I understood it, the variation was only from a 5 per cent shrink to an increase of 1 per cent swell, if that is what the question is.

MR. PETERSON: That is what it is, and there has been testimony in this case, I believe, that the final swell was 6 per cent variation.

MR. BIGGS: Who so testified, Mr. Peterson? You made that remark before.

MR. LINDAS: If the Court please, I think, if I may interpose, those questions have been asked of all of the defendant's witnesses. They were asked after having qualified as experts. They were asked of this same man after his having qualified as an expert, -- to assume that if the shrink factor was 5 per cent and the final result was 1 per cent, would he, in his opinion, think that that was a large or a small variance, and I think we have a right to ask it in this case.

A60 MR. BIGGS: If the Court please, that statement has been made before, too. I don't know whether counsel asked that question of other witnesses or not. If he did, it is not based on any evidence in this case. Now, if counsel wants to say that he anticipates that his testimony will show that, and he is asking this question of this witness in anticipation of testimony that he expects to put in, I would have no objection to that part of the question, but to assume that that is the testimony at this time, or the evidence in this case, I challenge, your Honor, and I think it is important enough now, and because of the misapprehension that counsel is under, to examine the record on it and let him point out what witness has said that the only variation in the way this job was done and the shrink factor shown on the plans was 5 per cent.

MR. LINDAS: Of course, our testimony is going to be to the effect that the swell factor on this job was .7 per cent, and the shrink factor shown was .944, and that will be the evidence that the State will produce.

MR. BIGGS: May I ask the reporter to read back the statement of counsel? I didn't understand it.

(Last statement of Mr. Lindas read.)

MR. BIGGS: Then I understand that this question is being asked in anticipation of testimony that counsel expects

A61 to put in the case, and if it isn't put into the case, then, of course, it is subject to being stricken. Is that correct?

MR. LINDAS: Very well.

THE COURT: All right. Then with that understanding, will you answer the question?

MR. PETERSON: Don't you wish the question to be reread?

THE WITNESS: I believe you will have to reread it to me.

A If the question is whether that is an excessive amount, either maximum or minimum, I would say it was very close to the plans.

Q (By Mr. Peterson) What does an unclassified bid mean to you, Mr. McInroe, over your years of experience?

A You are talking about excavation?

Q Excavation is the type of work, yes.

MR. BIGGS: Well, I don't want to be captious, but we might as well know where we are going. It isn't what it means to a contractor, if the Court please. If it is a topic that requires expert testimony, then it is what it means objectively to other contractors, prudent contractors, not what it means to a particular person but what it means generally in the trade. I don't believe that there is any dispute about it.

(Last two questions and intervening answer read.)

A62 THE COURT: I will overrule the objection. You may answer the question.

A Well, on an unclassified excavation job, it is a job where that the materials are not broken down as to any particular kind or quantity. We, as contractors, make our own estimate and our own basis for our bid on that work. We, ourselves, are the sole judge of an unclassified excavation job as to what is one kind of material and what is another.

MR. PETERSON: Thank you, Mr. McInroe. That's all.

CROSS EXAMINATION

BY MR. BIGGS:

Q An unclassified excavation job, then, Mr. McInroe, since the matter is being discussed, means a job in which the State does not set out definitely the classification of materials to be encountered, but a contractor, in making the bid, a careful bid, on the job does classify the materials in his own mind?

A In his own mind; yes, sir.

Q And according to his own judgment. Isn't that correct?

A To his own judgment.

Q And he forms his judgment, I presume, on as careful a study of the data available as possible. Isn't that correct?

A A survey of the surrounding country and ----

A63

Q Yes. Examination of the ----

A Examination of the work.

Q -- of the test hole pit, if there is one?

A I wouldn't -- you are getting into test hole pits. There's lots and lots of unclassified excavation jobs that have no pits on them.

Q No, I am talking about where there is a log of a drill hole available.

A I don't know. I have never used them.

Q You have never asked for one?

A No, sir.

Q Do you ever sink one, yourself?

A No.

Q For a highway job?

A No.

Q You do not?

A We might after we had the job, to find out something for our own information.

Q I see. Well, that's what I mean. Oh, after you have had the job?

A Yes. If we were awarded the job, we might go dig a test hole for a gravel pit, or we might blast out a hole for a quarry.

Q Then do you study the plans at all?

A What?

A64 Q Do you study the plans and profiles, the drawings supplied by the State?

A In preparing our bid?

Q Yes, sir.

A Yes.

Q And do you take into consideration in preparing your bid data on those plans as to how the job was engineered, as to probably what the materials are, or anything of that kind?

14 A Well, there is nothing on the profile to indicate what the material is.

Q I see. A 1 to 1 slope is not indicative to you of what kind of material you are to go through?

A No.

Q Do you see the 1 to 1 slopes commonly on rock cuts, 100 or 200 feet deep?

A I believe I have seen everything.

Q Have you? Where have you seen one like that on the highway?

A Well, I have, for instance, a little dirt job up in Washington.

Q No, I am talking about a rock job.

A Oh, we have had them on various jobs.

Q If you could name, if you will, a rock cut of the Oregon State Highway 200 feet deep, slopes 1 to 1, I would like

A65

to have you.

A No, I couldn't give you that.

Q Have you seen a rock cut that deep on the Oregon highway?

A I have never had one that deep, myself.

Q I was asking if you had seen one.

A Oh, I think there's several of them in the state, -- never having stopped to measure them or inquire as to that.

Q I see. But ordinarily when you are engineering a project, don't you consider that the solider and harder material that you are going through and going to encounter, the steeper you have your slopes?

A Not necessarily, not all the time.

Q Not necessarily?

A Not all the time.

Q Would you say that it would be good engineering to engineer the slopes just south of Oregon City in that rock bank along the river there at a 1 to 1?

A Would I?

Q Yes, sir.

A I don't know what they are today.

Q Don't you?

A I didn't do any work out there.

Q No, but going by aren't they nearly vertical?

A Some of them could be, and some of them might not be.

Q Do you know the area I am talking about?

166 A I believe you mean ----

Q When you go across the railroad track coming out of Oregon City, ----

A Yes.

Q -- you drive up a hill, there, and there is a rock bank to your left. Do you remember that?

A Yes, sir.

Q And you haven't any judgment, now, as to what those slopes are?

A I have never paid any particular attention to it, ----

Q I see.

A -- because I don't travel that route very much.

Q And you don't pay any attention, then, to ----

A Unless we are bidding a job, no.

Q Well, do you at any time, when you are engineering a job?

A Well, when we are performing a job, we perform it to the way the State states it.

Q Yes, but when you are engineering a job yourself, doing a job, and you are engineering it, and you have your engineers lay out a job, wouldn't you take into consideration in designing it when you are dealing with cuts of the slope, whether you are dealing with soft material or hard material?

A That would depend on whether you needed the material for

A67

the fills.

Q Well, suppose you did need material for the fills, and you knew that you were going through rock cuts, but there were soft materials available for borrow, -- would you flatten the slopes of your rock cut just to get those materials?

A Not necessarily.

Q Well, would you at all?

MR. LINDAS: If the Court please, I am going to object to any reference to cuts unless they identify the particular kind of rock they are talking about.

MR. BIGGS: We are talking about the kind of rock that is in this cut.

End
C-8

P-9
k-37

Q (By Mr. Biggs) We are talking about the rock in this cut.

A That would depend on conditions. Maybe there was some dirt or something above that, that would have to be changed to fit the cut. I don't know the place you are referring to in this particular cut.

Q You have never seen it since it was done?

A I have never seen it since it was done.

Q Then when you get the plans, do you ever run off the ratio in volume between excavation and embankment material?

A Not particularly, no, because we are bidding on excavation and not embankment.

Q Then it doesn't make any difference to you what kind of equipment you are going to use, whether you are dealing with blocky stuff or otherwise?

A Oh, yes.

Q Does the ratio between the material in excavation and embankment tell you anything about the blockiness of the material?

A The embankment?

Q The ratio in volume between excavation and embankment quantity?

A Not necessarily, no, sir.

Q If you saw a plan or State plans where the drawings showed there was a swell factor of 20 per cent, would you have

k-38

any idea then just from that alone at least what the designing engineer thought the materials were?

A The designing engineers probably thought there was some rock in there.

Q Why?

A Because there would be a little larger swell factor, but that condition could change after they got down in the cut.

Q I am talking about what the plans show. If they show a 10 per cent swell, would you think the engineers were figuring on rock?

A Not necessarily.

Q If you saw a compaction ratio of 85 per cent, would you say they thought they were dealing with dirt, in the main?

A I wouldn't say so necessarily.

Q It doesn't mean anything? You keep saying "Not necessarily". I don't want to argue, but I want to know whether it does or does not. If you mean a little consideration is given to it, that is something; if you mean no consideration is given to it, that is something else.

A I can answer this--embankment would mean nothing to me because we were being paid for excavation only.

Q You don't look to see what the ratio is?

A Just where the embankment is going.

Q But not the ratio?

k-39

A No, sir, just the excavation.

Q Are you a trained engineer?

A No, sir.

Q I assumed not. Just what did you do by way of investigation of this job, Mr. McInroe?

A What did we do?

Q Yes, sir.

A We walked out to the job, up to that old logging road and looked at several places to see how much had to come out of there, and we decided we didn't have the equipment to do the job. The rock quarry for the surfacing didn't particularly interest us.

Q So you actually didn't make as close a detailed study of the job as if you were going to bid it?

A No.

Q Did you observe the cut faces, or exposed cut faces on the old highway?

A Just to observe them; our opinion was that it was largely sandstone.

Q But you did look at it?

A Yes.

Q Did you decide what kind of machinery would be needed to excavate it?

A No.

Q How long were you out there?

k-40

A About three hours.

Q How much time did you spend at the quarry?

A Just to visually look at it. I think it is the Horton quarry.

Q You decided then that you were not interested in it?

A That's right.

Q But your whole purpose in going out was to see if that aspect of the job was appealing to you?

A Well, if we had to bid one part we would have to bid the rest.

MR. BIGGS: I see. All right, thank you.

MR. PETERSON: That is all.

(Witness excused.)

k-41 TOM EDWARDS was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Edwards, would you state your name for the record, please.

A Tom Edwards.

Q What is your occupation, Mr. Edwards?

A I am a civil engineer.

Q For whom are you employed?

A By the Oregon State Highway Commission.

Q Would you tell the jury a little of your background in field engineering and some of the duties you have performed with the State Highway Department?

A In the field of engineering, I went to work in 1927 on a railroad construction job, a logging railroad, through the year 1927. On the first of March, 1928, I went to work for the State Highway Commission. I worked for them through 1928 and 1929, until midsummer, and I left for a short time then and went back to school in the fall of 1929. In the spring of 1930, I went back to work for the Highway Commission, and have worked for them continuously since.

Q What have been your duties for the Commission as you went through that period of years?

k-42 A Well, in the early period, in 1928 and 1929, I was employed as a member of an engineering crew, a chainman, and an inspector. In 1930 I went back to work as a chainman and worked for a short period, and was then promoted to computer, a position which has to do with calculation of plans and quantities in the office. Then in about 1931,I think, I was assigned to chief of party on a construction project, various construction projects.

In 1935, I was assigned as a bridge inspector, and spent the period from 1935 until 1942 as a bridge inspector and bridge engineer. In 1942 I went back to the construction department on a special assignment to construct an access road to Camp White. In 1943, I was assigned to the maintenance division in the Klamath area. I spent the time from 1943 to 1950 in charge of the maintenance of that division.

In 1950, I was assigned as Assistant Division Engineer in the Roseburg area. In 1951--I believe December of 1951, I was promoted to Division Engineer of that area. I am still in that position.

Q Now would you briefly relate to the jury, Mr. Edwards, your duties as Division Engineer in the Roseburg area?

A Well, as Division Engineer it is my duty to supervise and administer all of the highway affairs, matters concerning highways, the location thereof, the design,

K-43

the construction, the maintenance of them after they are done.

Q During the course of your employment with the State Highway Department, Mr. Edwards, have you had occasion to supervise the construction of roads by private contractors?

A By that, you mean the constructing of State highways by contract methods?

Q Yes.

A Yes.

Q Are you familiar with the methods by which contractors pursue their trade in this particular field?

A Yes, I am.

Q Now would you relate to the jury, Mr. Edwards, your duties with respect to the Low Pass project that is the subject of this action, prior to the awarding of the contract?

A Well, the project which is the subject of this action, the Low Pass project, in 1951 while I was Assistant Division Engineer, the location and design of this facility was initiated. Then in December 1951, of course, when I became Division Engineer, it became my duty to direct the completion of the location and design of this facility.

Q The preliminary plans were prepared by you or under your supervision, were they?

k-44

A They were prepared under my supervision, yes.

Q The final plans adopted--with respect to the final plans adopted, Mr. Edwards, do you know the shrink or swell factor that was selected,having reference to the quantities of excavation and the quantities of excavation to go into embankment?

A Yes, I do.

Q What was that factor?

A Well, that factor was one which would be designated as a shrink of approximately 5.6 per cent. By that, I mean that it would take 5.6 per cent more material to make a fill than the material would represent in its original position.

Explaining it differently, 100 cubic yards of material in its original position in embankment, would only make 94.4 cubic yards of excavation. Correction--embankment, I mean.

Q Mr. Edwards, in adopting a shrink or swell factor would you relate to the jury just what is done in arriving at the particular factor adopted?

A Well, in arriving at a shrink or swell factor, it is necessary that you have a great deal of experience with excavating materials and placing them in embankment, and in knowing, through observation of the classes of material likely to be encountered, just how much or how little,

k-45

if any, this material will compact when it goes into the fill or how much it will not compact, and how much it will swell. From your judgment in those matters, you determine to the best of your ability a percentage to be used in establishing a shrink or swell.

Q Are there any mathematical formulae by which complete accuracy can be obtained in the selection of a shrink or swell factor?

A No, there are none.

Q Do you know of any laboratory tests or methods that could be used by which complete accuracy could be had in the selection of such a factor?

A There are none from a practical standpoint. Now if for instance we have a piece of material or one chunk of material, we will say the size of the model there, and a hole for it to go in over here, and that material was all identical, it could be tested in a laboratory and the percentage arrived at to be used in filling this hole over here, but the conditions never prevail so you can do that. The materials are of various classes and kinds, and the materials are mixed up in various ways to put into the fills, so it would be impossible to correctly arrive at a shrink factor by laboratory methods.

Q Now in speaking of shrink and swell, Mr. Edwards, is that a variable figure with respect to different types of k-46 materials?

A Oh, yes. Yes, it is a variable figure and is dependent upon the class of material that you are dealing with, and the type of excavation from which it is being taken, and the type of embankment into which you are placing it.

Q Now in the selection of the shrink or swell factor, or the shrink factor in this particular case, Mr. Edwards, could you tell the jury whether or not that factor was selected prior to or after the test hole was dug.

A In this case the factor was selected prior to any test hole work. In every instance, in design, the factor is nearly always determined before any test hole work is done. It is one of the first things that a design engineer has to know, has to assume, in order that he can proceed with his design.

Q There was a test hole dug on this particular job, was there not, sir?

A Yes.

Q And could you tell us who ordered the test hole to be dug?

A I ordered and requested that it be dug.

Q And for what purpose ?

A I needed to know for my information in directing the preparation of the plans, two things in general. One, if at some place in this particular Big Cut there did or did not exist a layer or plane of material which

k-47

might be productive of slides. And, too, I needed to know if there were materials in there which might be used on the top of the roadbed to reduce the depth of surfacing which it might be necessary to place thereon to carry the traffic properly.

Q Now, for the jury, would you explain to them what you mean by "surfacing"?

A The term "surfacing" in simple terms means the gravel or crushed rock, and the paving, whether it be concrete paving or black type paving or oil paving, oil surfacing--those are the things that are referred to as surfacing, just the top materials on the roadway which is to be constructed.

Q Now at the time the shrink factor was selected on this job, Mr. Edwards, had you prior tothat made an investigation of this complete project?

A Yes, I had.

Q And at the time you selected a shrink factor of .944, had you an opinion at that time of the type material likely to be encountered in the Big Cut?

A Yes, I did have.

Q And what was your opinion of the type material likely to be encountered there?

A My opinion was that the material which I expected to encounter there was almost exactly borne out by the

k-48

type of material which we did encounter.

Q And what had you based that on prior to opening of the cut, sir?

A By examination of the terrain in the area, by examination of the line over which the project was to go, and by examination of the cuts exposed in the old road adjacent to the area in which the project was to be built.

Q And you say that you had examined the sidehill cuts on the old road?

A Yes.

Q What did that indicate to you after you had made your examination of them?

A Well, it indicated to me that the cuts, the excavation area of this project would be shales and sandstones in layers, in varying degrees of thickness.

Q Did I understand you to say that what was thereafter uncovered in the Big Cut was the same type material you had anticipated would be found there?

A Yes.

Q Now with respect to the construction of that highway, Mr. Edwards, would you tell me whether or not it is usual or unusual for widening of the materials or adjustments to be made in the sizes of the fills during construction of the job?

A Would you state the question again, sir?

k-49

Q I did not state it very clearly. In the supervision of the construction of a highway, after a contract is let, would you state to the jury whether it is usual or unusual for adjustments to be made during the progress of the work, insofar as widening fills are concerned?

A The answer is yes, and may I explain?

MR. BIGGS: Yes--it is unusual?

Q (By Mr. Lindas) I asked whether it is usual or unusual.

A The answer is yes, it is usual. May I explain?

Q Yes, will you explain your answer?

A In designing a highway facility, it is prudent and necessary, of course, that the roadbed be made safe. Your present-day vehicle travels at a high rate of speed, and this particular design, and in lots of other cases, you adopt a shoulder--first you start with the pavement width, and it may be concrete paving or it may be what we call concrete asphaltic paving or another type, but it will be so wide. Then for safety's sake, you put shoulders on each side, of gravel, or it may also be surfaced too. Then they slope off on a fill each way to the natural terrain, or in a cut, up this way, but with particular respect to the fills, the natural elements such as the weather and the wash of the rain, the slacking of the materials will, as time goes on, tend to reduce the width of these fills. In time, of course, they grow

k-50

up with trees and brush and that stops somewhat the narrowing, but in general when you want to have a shoulder width of two feet, for instance, as time goes on it is necessary in the original design and the original construction that you widen them and get a little more run out there to take care of the stuff that is going to wash away or erode and things of that nature.

Q Then would you tell the jury whether or not, Mr. Edwards, in setting up your quantities on your plans, whether you make them conservative or liberal in the anticipation of such work?

MR. BIGGS: I think that is very leading, if the Court please. We object on that basis.

THE COURT: I will sustain the objection.

end P-9

C-10
A63

Q (By Mr. Lindas) Would you tell the jury, Mr. Edwards, whether or not that particular element is considered by you in adopting the quantity figures shown on the plans?

MR. BIGGS: I think, if the Court please,--this is the State's own witness and a man who knows his job -- it seems to me counsel could ask him how he figures his quantities, and so forth.

MR. LINDAS: I don't think that was leading, your Honor.

THE COURT: The witness may answer your question.

THE WITNESS: What was the question again, please?

(Last question read.)

THE WITNESS: May I ask what the counsel meant by the quantity figure?

Q (By Mr. Lindas) The quantities of excavation in relationship to the quantities in embankment.

A Yes. Yes, that is considered.

Q Now, would you tell the jury whether or not the plans that are prepared for the construction of a highway provide for every eventuality, or do not provide for every eventuality, that might occur on the construction of a job.

A They do not provide for every eventuality. They are a framework, you might say, about which you build a facility. For instance, an example would be in the construction

A69 of a house. The plans will show what is to be put on the side of the house for siding, but they don't say how many nails you shall use to nail it on. It may not be a good comparison, but there are numerous minor things which come up in the construction of a highway that may or may not require some change in the plans, some minor change in the plans.

Q Now, would you tell the jury, Mr. Edwards, how the final factor of shrink or swell is determined after the construction of the completed road?

A Well, after the road is completed two things must be done: First, all of the excavation must be measured, because that is the volume by which the contractor is paid per cubic yard. Second, all of the embankment, if it is at any variance from the exact pattern set up by the plans, must be measured, because the pay item covering the haul of the material from the excavation to the embankment is made to the contractor based upon his bid price thereon. Consequntly, to prepare and calculate the number of units of haul, it is necessary to measure both the total volume of cut and the total volume of embankment as -- that is, if there is any variance from that originally staked, -- and after this final measure of both the excavation and embankment has been made, a comparison of the volumes of excavation and of embankment will reveal the factor of shrink or swell -- in other words, it will reveal whether one yard of excavation made more or less than one cubic yard of embankment.

Q Were such measurements made in this case?

A Yes, they were.

Q And would you tell the jury, if you know, what the final factor was after the measurement of all the embankments as the job was completed, sir?

MR. BIGGS: If the Court please, I think that I will object to that unless counsel will show the measurements. This touches a matter of considerable importance, and I think that before the opinion is expressed the witness should lay a foundation by showing that he made the measurements, that the measurements were of this factor and that factor and all of the other factors, before the opinion is asked. I object to it in its present form for inadequate foundation.

THE COURT: Sustain the objection.

MR. LINDAS: If the Court please, we do have it in documented form, but I will need another witness to identify it and to introduce it, and so I will go into another matter and bring that back later.

THE COURT: Very well.

Q (By Mr. Lindas) Based on your experience in the field

A71

of engineering and supervision of construction contracts, and assuming for the purpose of this question that the final factor showed a swell of 1.007, would you have an opinion as to whether or not a variance between 5-1/2 per cent shrink to .7 per cent swell would be large or small?

A I would say that that would be normal.

Q Now, Mr. Edwards, in the design of a highway are certain designs set up for the particular slopes that are to be selected for a highway?

A Yes, that is correct.

Q And in the plans selected for the construction of this particular project, what type of slopes were shown on the plans to be required?

A The slopes shown on the plans to be required were 1 to 1 slopes. By that I mean a slope tilted at such an angle that for each foot in elevation raised the slope laid back one foot.

Q And would you tell the jury what factors enter into the adoption or selection of a particular slope angle, and particularly in this case, the Low Pass Section, and the Big Cut?

A Well, in all cases in the Coastal Range and in the coastal areas, it is common and standard practice with the Highway Department to use a 1 to 1 slope, and with

A72 particular reference to sandstones and shales, due to their weathering characteristics, it is necessary to excavate at a flat enough angle that the material will not fall into the roadway as it disintegrates and comes off from the slope.

MR. LINDAS: If the Court please, I would like to confer a moment, and I was wondering if we could have an intermission at this time.

THE COURT: Yes, we may.

You may step down, Mr. Edwards.

Ladies and gentlemen of the jury, you may retire to the jury room for a recess.

(Recess)

Q (By Mr. Lindas) Getting back to the shrink or swell factor, Mr. Edwards, I neglected to ask you one question, and that is this: How did you finally arrive at a factor of .944 shrink?

A Mr. Lindas, in arriving at a shrink factor to be used in the construction of a highway facility, first you have to make an assumption from which to start, and you do that in this manner, as I have explained previously: You look at the terrain and make up your mind about what you think the shrink factor should be. Then after you have done that you start the actual design of your highway facility. In other words, you place on your map, A73 either straight or curving, as you may desire, the alignment which you choose to build, and then, having placed the alignment on the map, which also has the contour elevations on the map, then you take by measuring and scaling from the map a set of cross sections, which reflects the size of the embankment -- or correction -- excavation, which you may take from each station, and also, as you progress along the line, the size of the fills, or the embankments, which you propose to make, and then you calculate the quantities of each -- the total quantities of excavation and the total quantity of embankment, and compare them one against the other.

Now, in this case, it was our desire to arrive at a balance very evenly between excavation and embankment -- in other words, it was by assumption that one yard of excavation would make one yard of embankment. Then this is a trial and error method that you have to go through. You establish your line for the horizontal alignment of the highway, and then you establish the grade line, which is the vertical control of the highway. From those two things, you arrive at this first summation of quantities, excavation and embankment, and, as I say, it is a trial and error method, and the first time you may arrive, say,--in small figures, -- you might arrive at a total of 100 yards of excavation and only 80 yards

A7½

of embankment, or, conversely, you might arrive at 70 yards of excavation and 120 yards of embankment. Then you've got to adjust either your grade line, the lowering of the grade line, which represents the finished surface of the highway, which, in general, will give you more excavation, because you lower it down so you have to cut deeper, and less embankment, because you know the elevation to which your embankments have to be built, so in arriving at this shrink factor of .944, a yard of cut making .944 of embankment, through two or three trials and errors of the designing engineers, they kept adjusting it and getting it closer together, adjusting the grade line, so that in one series of computations we came up -- the designers did -- with a factor of one yard of excavation making .944 of embankment, if the thing was designed exactly and completely, or built, I should say, exactly and in the minutest detail as shown on the plans.

However, in the common methods of construction you can't build the side of a slope, for instance, or the edge of an embankment, as neat and straight as you could the side of this rail, or build the plan of an embankment as neat and true as the side of the wall. Consequently, you must take a little safety factor so that in case there is some discrepancy in construction or in case

A75 of what you might call a major slide, which can occur either in a fill or in a cut, if you have a fill built -- say nearly complete, and it may slide away, and you lose 50 or 60 thousand yards of material --bearing all of those things in mind, then, when one of the trial calculations came to .944, one yard of excavation making .944 of embankment, I determined then that we would rest on that calculation, and that is the way the .944 was established.

I might explain further that the establishment of a shrink factor is not the prime thing in the design. The thing which you are after in taking these excavations and these embankments, of course, is, first, to see that you get a proper balance between them, but the calculations go on after this shrink factor has been established, and it is no more than a factor in calculating a diagram, which we call a mass diagram, which determines the direction in which the material shall be moved in order to most economically complete your highway.

This calculation, for instance, determines -- and you can readily see that -- I will correct that -- this calculation determines which direction the material shall go in order to keep the work of hauling it to a minimum. Take the instance of the Big Cut. To handle that one cut, in particular, it might be easiest and best to take part of the material west and part of it east, but the way the facility is designed and the other cuts, there, it indicated that the most economical thing was to take it all to the east. If we had taken a part of it to the west, then we would have had to have gone farther west and get material and haul it clear back over the top of this to complete the fills to the east, so that the shrink factor -- actually, the only significance it has is a factor to apply, if I make myself clear, to the volumes of embankment which you have calculated to reduce them to an even basis, so that you can calculate against them the yardage of excavation which you have.

That is quite involved, but, all in all, it reduces itself to this: that to properly calculate the haul, you must reduce your excavation in embankment to like units before you start your calculations.

Q Now, Mr. Edwards, if you will step down to the model, please. This is the Model S. Would you point out to the jury and show what is the 1 to 1 slope on this model?

A On this model ----

Q That is Model S.

A Model S.

Q Defendant's S.

A Defendant's Exhibit S. The slope, as represented by the upper portions of this excavation, is what we call one on one, or, in other words, one foot up and one foot over.

Q Now, you will notice on Defendant's Exhibit S that from the bench on down is at a different slope, is it, sir?

A Yes.

Q And what slope is that on?

A That slope is 1/2 on 1. In other words, it goes out 1/2 to every foot that it goes up.

Q All right. Now, if you will resume the stand, please.

A Thank you.

Q Do you know when the change was made increasing the slope from 1 to 1 to 1/2 to 1?

A Yes. That was made in August, I believe, of 1953. The exact day in August I am not sure of. I believe it was August 16.

Q Had anyone from the Natt McDougall Company conferred with you about that particular problem at any time?

A Why, I don't recall of any direct conference with any of the McDougall people about the steepening of the 16 slopes from 1 to 1 to 1/2 to 1.

Q Would you tell the jury whether or not anyone from the Natt McDougall Company had confered with you about the claim that is being prosecuted here in this particular court?

A78

A Yes.

Q And when was that, sir?

A That was in the very early part of August. Mr. McDougall was in my office with some of his people, and on August 5th, which I believe was a day or two thereafter, or maybe three -- at least, a very short interval of time -- I received a copy of a letter to Mr. Baldock indicating that a claim would be placed.

Q Now, the date of August you are referring to when they were in your office was what year?

A '53.

Q And would you tell the conversation that was had between you and Mr. McDougall and -- did I understand it -- Mr. McGary?

A I don't remember whether Mr. McGary was there or who was there, but I remember Mr. McDougall asking me how to proceed to place a claim for additional compensation on the project.

Q And the slopes, of course, were subsequently steepened?

A Yes.

Q In the Big Cut, I am referring to. And by whose order were they steepened?

A They were steepened on the orders of Mr. Baldock. Mr. Smith discussed it with me by phone, and advised me to go to the project,and if I saw no reason to not do so to

A8 A79

steepen the slopes.

Q Now, would you tell the jury whether or not, since the road has been opened, there has or has not been any raveling from the lower slope?

A From the lower slope, yes, there has been considerable raveling and sloughing of material from the slopes.

Q Now, with respect to the upper slopes, if you know.

A Yes. There has been some disintegration and slough on the upper slopes, but it is very minor as compared to that from the lower slopes. By "the upper slopes," I mean the part that was constructed on a 1 on 1.

Q And there has been testimony in this case, Mr. Edwards, concerning the placing of perforated pipe in the fill area east of the Big Cut. Did the plans provide for perforated pipe in that area?

A It provided for some perforated pipe in the fill areas east of the Big Cut, but not nearly as much as was installed.

Q And when was the job opened? Do you know?

A The job was opened, I believe, on July 30 of 1952. I have that information if it is necessary any closer than that.

Q I think that is close enough for this question. My next question was, when was the change made in increasing the amount of perforated pipe to be placed in the fill

A80 area east of the Big Cut?

A That change was made in October of 1952. I believe October 17 is the date.

Q And what was the reason for making that particular change?

A Well, in an inspection I made at that time, very complete and detailed inspection, some of the clearing had been done on the easterly end of the project, the fills and cuts were being cleared of timber and brush prior to their construction, and the presence of water was quite evident, and you could see evidence where it was in the stump holes and root holes, and it was evident to me that additional drainage underneath the fills would be required in order to make them stable, and so I ordered it at that time.

Q Mr. Edwards, I wonder if you will tell us what subsidence is.

A Subsidence, as applied to highway construction, is taken in general to mean the sinking or lowering of the area or base upon which a fill is constructed due to the weight of the fill, itself, that is placed thereon. In other words, very minutely, as I press down on this shelf it sinks down, and that is subsidence.

Q Now, what, generally, causes subsidence in addition to the weight?

A Well, the subsidence is caused by the application of

A81

the weight of the fill on the base. The degree of subsidence is not -- "caused" isn't the word -- controlled by the character of the material upon which this weight is placed. In other words, to illustrate, if you placed a weight on a rubber cushion, it would go down quite a ways. If you placed it on this bench it would go down very little. The soils which are subject to great subsidence are those in swampy areas, which may be built up through years of rotting, for instance, of tule growths, and the inclusion and integration of a great deal of organic matter into the soils.

Q And in arriving at your original factor of shrink and swell, would you tell the jury whether or not this particular item is considered in selecting the factor?

A It is considered in selecting the factor, yes, definitely, in areas where soils which are subject to subsidences are prevalent. However, in the selection of this shrink factor, consideration was not given to subsidence, because the soil in this area upon which the fills were to be built was of a very stable nature with respect to ability to support weight.

Q And do you have an opinion as a result of your background in this particular field whether or not there was any subsidence on the fills east of the Big Cut?

A I would say that it would be so minor as to be

A82

inconsequential.

Q And why do you say that, sir?

A Because the soils upon which the fills were constructed were soils which had great ability to bear weight. There was none of the soil which would compress or compact.

Q Would, in your opinion, subsidence have affected the perforated pipe that was placed in the fill bottom east of the Big Cut?

A Yes; if there had been any subsidence of any consequence, the perforated pipes which were placed to drain the areas under the fills would have been crushed or broken or distorted, and would have ceased to have delivered water from under the fill.

Q Do you know of your own knowledge whether or not that perforated pipe is still functioning?

A Yes, I do know, and it is still functioning.

Q Mr. Edwards, have you examined the final earthwork computations on the Low Pass project?

A Yes, I have. I have examined the final mass computations. The calculations for the volumes of excavation and embankment are made by IBM machines, and they are just a bunch of IBM cards, so I have not examined them, but the summation is based upon the mass computation sheets, and I have examined them, yes.

Q Will you state to the jury whether or not they were done

A83 under your supervision?

A Yes, that was done under my supervision.

Q And will you tell the jury whether or not the final factor of swell or shrink is determined from the final earthwork computations?

A Yes, it is determined from the final computation.

Q I will now ask you what the final factor of swell or shrink was in this case.

MR. BIGGS: Now, if the Court please, we object to that. We made the objection before because the witness did not have the underlying data, hadn't made the measurements. We are interested in seeing the measurements and how they were made before this question is answered. It is important to know what the measurements were and whether, in his opinion, the measurements actually were of every factor that was involved in subsidence -- or swell and shrink.

MR. LINDAS: As I said to the Court, we are going to produce them and intend to produce them and will have them here, but I think, for the purpose of this question, it should be allowed subject to our connecting it up with the computations that we intend to bring here.

End
C-10

P-11
k-51

MR. BIGGS: If the Court please, I make this objection, not captiously, but because depositions that were taken earlier in the case have indicated that actual measurements were not made of all factors. If they were not, then I think that should be frankly known; if the subsidence was measured or not, that should be known; if cross sections of materials in place outside the neat lines were made, that also should be told. I think the engineer who did it, in view of the controversy over this issue, would certainly be the best witness to produce that evidence. If he cannot do that, then the records should not be cluttered by statements from this witness who admittedly is not qualified. That is my objection.

THE COURT: I will overrule the objection.

Q (By Mr. Lindas) What was the final factor as shown from the earthwork computations?

A The final factor summation of the earthwork computations is that one yard of excavation made 1.007 cubic yards of embankment. In other words, there was a swell of 7/10 of one per cent between excavation and embankment.

Q Now, Mr. Edwards, would you tell the jury whether or not any random fills were made on this job not shown on the plans.

A Yes, there was one random fill made.

Q And where was that made, sir?

k-52

A That was made in the canyon to the east of the Big Cut. I will need a set of plans.

Q Yes, I will hand them to you. I am now handing you herewith Plaintiff's Exhibit 2.

A On Plaintiff's Exhibit 2, plans of the Low Pass Section, Siuslaw Highway, sheet 6, the random fill is made to the south of station 91, to station 92, approximately.

Q Now there has been evidence in this case that it was station 95. Would that approximately be the same gully?

A Yes. It can only be the one gully. There is only the one there.

Q I see, sir. Now state to the jury, if you know, when the decision was made to make this random fill.

A Yes. I made the decision to make the random fill in October of 1952. I made an inspection of the project and determined that it would be advantageous to make the random fill.

Q And would that date be prior to the opening of the Big Cut?

A Yes.

Q And would you state to the jury the reason for making the random fill at that point?

A Well, the reason for making the random fill, if you will pardon me for hesitating--I am trying to think of a way to express it to you. The road--may I go to the model?

Q Yes, you may.

k-53

A For the purposes of explanation, I will indicate it on this.

(Witness indicating model.)

A The road going easterly from the Big Cut goes along what would be, in general, the northerly slope of the hill. There is a creek that starts here and runs down to the east. Also a creek came in from the side. Now if we go on down the fill side--as we come down here and go clear across the bottom of the canyon and up the other hillside, leaving a little place back in this side canyon, it would in effect form a small lake.

(Witness resumes witness stand.)

Now we expected water to come out of that side canyon or side gully. On the plans, on sheet 6, we show a ditch which ran around, up the gully and back down the side at an elevation high enough to catch the water and carry it beyond this place where the edge of the fill would create in effect a dam.

Q I am wondering if you would use the exhibit and point out to the jury what you mean.

A Yes. (Indicating diagram.)

Q Will you hold that up so the jury may see it.

A On sheet 6, you will note the original creek ran right down through here, and in determining where the embankment edge would be, we found that the embankment edge would

k-54

come here and cross here, and on here, which was against this other slope. So we had a ditch designed to go here and around there to catch this water and take it around there, and on by. At that time, the time I ordered this change, the excavation was getting under way on this, and the material was of such a nature that it wouldn't contain water and consequently it would just run down here and build up here, and we would have a lake constantly. I ordered that the fill, that this whole area be filled up to such an elevation as to eliminate any lake or impounding of water.

(Witness resumes witness stand.)

Q Now if that was done, Mr. Edwards, how did the water then get out of that place?

A Then we just straightened the ditch right on across, and let it go right on across it down the other ditch.

Q Now after a contract is let, Mr. Edwards, does the State supervise the particular method by which a contractor does his job?

A No.

Q What does he look for on the part of the State?

A What we look for is a completed facility or project built in compliance with and meeting the specifications under which the job has been contracted.

Q In your opinion do you think that the McDougall Company

k-55

opened this job in the proper manner?

MR. BIGGS: I think, if the Court please, that would be an improper question, as put. The only thing we are concerned with here is what his experience is in contracting, and whether or not it would be in accordance with the techniques and methods used by an ordinarily prudent contractor.

THE COURT: Will you read the question.

(Question read.)

THE COURT: I will overrule the objection.

Q (By Mr. Lindas) Will you answer the question.

A Theanswer is no.

Q Will you state to the jury why you say that.

A I say that because the plans provided the contractor showed that the Big Cut was almost, in its entirety, to be moved to the east. And a proper opening and preparation of the easterly end of the project in the summer months of 1952 would have prepared the way for continued operation through the winter of 1952, on the Big Cut. However, the easterly end of the project was not opened; the westerly end of the project was opened first, and there was a time in the winter of 1952-1953 that work could not be carried on on the project, or that work was not carried on on the project.

Q Subsequent to the advertising of bids and prior to the

k-56

letting of the bid to McDougall Company, did anyone from his organization come in and talk to you?

A I don't recall of them coming in and talking to me, but I recall meeting them on another project and talking to them.

Q Do you recall when and where that was?

A That was on the project which we called the Rock Point-Blackwell Hill project on the Pacific Highway. It was in the vicinity of Gold Hill, and I happened to be going through that project with someone, and it was advertised for contracting at the same time the Low Pass job was contracted. I met Mr. McDougall and Mr. McGary, and I believe a third party--I don't know the name--at that project.

Q Do you recall the conversation had between you and Mr. McDougall?

A It has been quite a long time ago, and I don't recall it exactly. There was some little discussion about the Low Pass project, but it is quite hazy in my mind.

Q Do you recall whether or not there was any discussion pertaining to the type of material likely to be encountered in the Big Cut?

A I believe there was some discussion about the type of material in the cut, yes.

Q Do you recall what the discussion was, sir?

K-57 A As I say, it is hazy but I think the discussion had something to do with the thickness of the layers of sandstones which occurred in the cut.

Q There has been some discussion in this case concerning negotiations for a blanket of rock on the Low Pass road, a blanket of cut rock, that is. Do you recall when and how that came up?

A Yes, I am familiar with that. May I explain--it is a practice of the Highway Department to test the soils which will make up the subgrade--that is the area below the surfacing--for durability and stability, to assist in determiningthe depth of surfacing which must be placed thereon. It is standard practice with me, after a piece of highway grade has been completed or nearly so, to retest the grade as constructed to determine if the surfacing which we have designed in the original design is going to be adequate. Now I did this on this project, on the westerly portion of the project.

The westerly portion of the project was completed substantially in July--or in the fall of 1952, up to a point where application of surfacing material was to take place. I checked the soils and had samples taken of the soils and submitted them to our laboratory, and they reported back with, I think, a report on nine samples that we needed a base and surfacing depth varying from

k-58

17 to 21 inches. Our original design was only 13 inches, and consequently it was necessary on the basis of these tests and the information given me, to determine some method of securing additional surfacing materials, or additional reinforcement of that subgrade, or application of materials which would be of more stability so that our 13 inches of surfacing would be adequate. Those tests were taken in May or June, I believe, of 1953.

I have the information in my briefcase, if you wish me to get it.

Q Would you step down there and get it, please.

(Witness obtaining data from files, and resuming stand.)

Q Are these notes, Mr. Edwards, prepared under your supervision or by you, that you are referring to now?

A The soil samples were taken under my supervision; the tests were made in the laboratory, and they reported back to me on June 5, 1953.

Q Would you tell us what occurred then, if anything, with respect to the blanket?

A Then on my next trip to the project I discussed with the contractor's people the possibility of taking some of the sandstone which was being encountered in the Big Cut and placing it on the subgrade which had been completed the year before, because of the fact that the sandstone k-59 would have more stability and would in effect then provide enough reinforcement so we would not need to increase our surfacing depth.

Q Do you recall about what time that would be?

A That was on July 16th, that I was there.

Q After discussing with--was it Mr. McGary?

A Mr. McGary, yes.

Q After discussing with him concerning that, what if anything was done?

A Well, Mr. McGary and I believe Mr. Miller was there too, and Mr. Putnam, we were unable to reach an agreement as to any extra--or the amount of any extra compensation which might be due the contractor for this special selection and placing of materials, and I then called Mr. Smith, who was my superior, and explained the problem to him and asked him if he would have some of his people negotiate with Mr. McDougall.

Q Was that blanket finally put on, sir?

A No, it was not.

Q And why wasn't it?

A In the--we later resampled again, on July 31. We resampled again--let's see--seven samples, and had them tested in the laboratory, and they revised their opinion and stated that it would not be necessary to reinforce the subgrade, and consequently we forgot the whole matter.

k-60 MR. LINDAS: Thank you, Mr. Edwards. You may cross-examine.

CROSS EXAMINATION

BY MR. BIGGS:

Q That was after you had been unable to agree with Mr. McDougall on a price?

A Well, the samples were taken I believe, counsel, before we had been unable to agree on a price. They were reported back to me after.

Q That is what I understand, and that is what I say. You got your report of the testing after you had been unable to agree on price, so the discussion was unnecessary?

A That is correct.

Q You started considering that plan when, Mr. Edwards?

A The first samples were reported back to me on June 5th of 1953.

Q When would you have sent them in?

A The correspondence which I have here doesn't indicate the date on which they were submitted, but they would have been submitted some two or three or possibly four weeks prior to that time.

Q You got them back on June 5th, so in all probability you sent them in sometime around the first of May?

A Probably. I could determine that date if you wish.

Q I think that is close enough for the present, Mr. Edwards, although you are free to do that if you like. You k-61 of course had seen the quality of the sandstone that was coming out of the cut by that time, had you not, Mr. Edwards?

A Yes.

Q When were you first out there to examine the kind of stuff they were pulling out of the cut and which led you to consider the advisability of using some of it as a subbase?

A Well, I--

Q Would your diary show that?

A No, I don't keep that.

Q Pardon?

A I don't keep a diary for purposes other than recovering expenses.

Q Well, would your diary show when you were out there, the date you were out at the Low Pass cut--for instance, after the first of the year? After the first of the year 1953?

A It would show when I was in that area, not when I was at the actual cut. The job records would show when I was there.

Q You could get that, could you?

A Oh, yes.

Q Would you do that during the recess, Mr. Edwards?

A I have a compilation taken from the job records.

x-62 Q All right, perhaps that will refresh your recollection.

A I was there on March 24, 1953.

Q What were they doing at that time?

A They were just beginning the major excavation of the Big Cut.

Q Had they got into drilling and blasting then?

A Yes, they started drilling in February, 1953.

Q They didn't do very much work during January and February, did they, Mr. Edwards?

A No.

Q So that they had really got down to systematic drilling and shooting sometime in March, would you say? Or was it even a little later before they got into systematic drilling?

A Itwas in May, 1953. On May 20th, I was there, and I believe at that time--also on May 26th, I was there. And I believe at that time they were drilling and shooting.

Q They were not attempting to do any digging then at all, or ripping?

A No.

Q Yes. Had the matter been earlier reported to you by your Resident Engineer, that it was turning out to be a drilling and shooting job in its entirety?

A I think the weekly report records submitted for the project beginning in February indicated that drilling k-63 had been started.

Q That drilling had been started?

A Yes.

Q And then your next trip out there was?

A March 24th.

Q And you observed then that they were drilling and shooting?

end P-11 A Yes.

-12
A 34

Q (By Mr. Biggs) And on every trip after that they were drilling and shooting. Is that correct?

A Yes.

Q So that you were aware of the conditions they were encountering in the Big Cut, oh, very early, very early after they started opening up the cut. Is that correct?

A Oh, yes; yes.

Q Well, would you say as soon as they did start to open up the cut?

A Oh, I would not say as soon as they did. There was some overburden on the top which came off.

Q Yes. But early in February and March, and so on from that time on, you were aware either by your personal observations or the reports made to you by the Resident Engineer what the conditions were. Is that correct?

A Yes.

Q Yes, sir. You were the engineer directly in charge of the project. Is that correct? I suppose I should qualify that. The Resident Engineer would be the engineer directly in charge, would he not?

A That is correct.

Q But you were the Resident Engineer's immediate superior?

A Yes.

Q Who was the Resident Engineer?

A Mr. James Putnam.

A85

Q Mr. James Putnam. Now, if I understood you correctly, you say that, of course, in adopting a shrink or a swell factor, the engineer responsible for the designs must make an initial assumption as to the quality of the materials he has to excavate. Is that correct?

A Oh, I don't believe I put it in quite those words. I want to correct any impression that it is necessary for the design engineer to ----

Q I meant you. I meant you.

A I must make an assumption.

Q That's what I mean.

A That is correct.

Q I mean the engineer who is responsible for the preparation of the plans. Are you the man who is responsible for the preparation of the plans?

A Yes.

Q Yes, sir. You had, then, in giving instructions to the draftsman or the designing engineers, to make an initial assumption as to the quality of materials likely to be encountered?

A That is correct.

Q That is correct. That was based in this case upon observation that you personally made in the area, Mr. Edwards?

A Yes.

A86

Q You went all over the site, I presume, of the project?

A Yes.

Q Did you walk the center line from beginning to end?

A At the time I made this inspection and this assumption, there was no center line; there was no design.

Q I see.

A (Continuing) In other words, I walked the area in which the facility was to be built, but there was no center line.

Q That is, from the west end to the east end, the full length of it?

A Yes.

Q Down the ravines and up the sides of the slope of the Big Cut, and across the Big Cut, and down the other side, and so on?

A I didn't walk clear up and clear down.

Q Oh, you didn't?

A I went up and then walked back down and got my car and drove around and got up on top and walked down the other way. I would rather walk downhill than up.

Q I don't know whether Mr. Baldock is here or not. I wasn't trying to expose you at all. I was only trying to show with what care you went over the project yourself.

A Oh, I went over it very carefully.

Q Then before you had gone over it, there had been many others before you, had there not?

A Yes, that is correct.

Q There had been a party of reconnaissance engineers. Is that what they call them?

A Yes, that is true.

Q And those boys literally do go up the hill on one side and down the hill on the other, and through the ravines and the gullies, and all the byways, don't they?

A Yes. It is necessary that they do that in securing the contours and the topography, and so forth.

Q So that almost literally speaking they cover every foot of the ground?

A Well, yes.

Q To determine, of all of the possible locations of a center line, the one most practicable under all the circumstances. Isn't that correct?

A That is the purpose of the reconnaissance.

Q They are out there, then, for several weeks, I believe?

A Oh, no. I don't think that ----

Q Someone said that. Two or three weeks. Is that right?

A I would agree on two weeks, yes.

Q All right. Two weeks. They are followed, then, by locating engineers. Is that true?

A Yes.

Q And a locating engineer is the person to locate -- or

A88 the party that locates the line after the reconnaissance engineers or surveyors have made their report. Is that correct?

A That is true.

Q And they go over a good deal of the same territory, do they not?

A Yes.

Q Yes. They are out there -- how long would you say on a project of this kind, Mr. Edwards?

A Location on this project started in 1951, and I think went through some stages of no work being done on the project, but it was intensified in February of '52 and completed in June of '52 -- in other words, a period of several months.

Q Several months?

A Yes.

Q I wonder if we are not -- who was the locating engineer? Do you know?

A The location was started by Mr. Decker, who was a resident engineer at that time, and Mr. Decker was reassigned to other work, and Mr. Putnam completed the location.

Q I wonder if we are not off about a year on the time. I wonder if this wasn't started prior to 1951 -- in fact, prior to May, 1950.

A The reconnaissance engineers were there in 1950.

Q Who would J. F. W., locating engineer, be?

A He would be the reconnaissance engineer.

Q I see.

A (Continuing) That is his payroll title, is reconnaissance -- or is locating engineer, but his duties were reconnaissance work.

Q In fact, there had been a map drawn, or a profile drawn, by May, 1950, had there not?

A Yes, yes.

Q So that the project was at least two years old, or older, before the bid was let -- or before the contract was let?

A Well, the reconnaissance was made in 1950, but I believe no active location was started until 1951.

Q All right. You had the benefit, I suppose, of the notes of the reconnaissance engineers and of the locating engineers and of any others who might have inspected that site on behalf of the State Highway Commission. Is that correct?

A I had the -- Mr. Waller's reconnaissance report.

Q Yes. And that is rather detailed in describing the contour and the character of the country, and such, as he observed it. Is that true?

A Yes, fairly well detailed.

Q Then you went out and made your own inspection of it.

A90

Did you study the geological map which was identified here in court as the oil exploration -- and whatnot -- undersurfacing -- something or other -- which was referred to by Mr. Mackin this morning as a part of the library of the State Highway Commission?

A No, sir; I did not.

Q You didn't do that. Did you read Dr. Warren D. Smith's treatise upon the geological structures of Lane County?

A No, sir.

Q You did not do that. Did you consult a geologist in the designing of this project, Mr. Edwards?

A That is a difficult question to answer. I have a geologist working for me and had one at that time.

Q Did you have one at that time?

A Yes.

Q Or did he come later?

A No, I had one at that time, I believe.

Q When did he start, just as a matter of information, if you know?

A Well, I believe he started in 1950 or '51, sometime in there.

Q He was the first geologist employed by the State Highway Commission?

A No.

Q Did you have one, yourself, you mean, or did the State

Highway Commission have one?

A The Highway Commission had one which was employed under my direction. In other words, he worked from my office.

Q At that time.

A Yes.

Q But you don't know whether you consulted him or not?

A Oh, yes. I undoubtedly talked to him.

Q Did he go out over this area?

A Yes.

Q When? Do you know?

A No, I don't. I could no doubt find out, but I ----

Q You don't know when that was?

A I couldn't name you dates, no.

Q I see. You concluded, however, from the data that was available to you from your reconnaissance engineers and all of the other engineers who were out there, and your own view, that this material was substantially the same as the material which could be observed in the exposed faces in the cuts of the old highway. Is that correct?

A Well, I determined that more from my ----

Q Would you answer it first "Yes" or "No," and then explain, if you desire?

THE WITNESS: Will you read the question?

(Last question read.)

MR. PETERSON: Just answer "Yes" or "No," and then you may

A92 explain it.

A Well, I must answer, "Yes," because the question was stated in several parts, one of which was in your own view. Now, in my own view, the material which we encountered was exactly what I thought it would be within very minor fluctuation. However, a lot of the reports of other engineers and other people that had looked at the project made no mention of the kind of material. 18

Q (By Mr. Biggs) No, but I am talking -- all right. All right. From whatever sources of information you had, you concluded that the material that was encountered would be the same, substantially, as the materials shown in the exposed faces of the old cut. Is that correct?

A No. I misunderstood the question, if I said that.

Q Yes.

A (Continuing) I concluded that the material would be -- the material which was actually encountered would be encountered. In other words, what I am trying to say is that what actually was encountered was what I thought would be there.

Q I understood you to say that on your direct. Now, how did that differ from the old cut, then?

A Well, the layers of material, the layers of sandstones

A93

and shales, fluctuated in width as they went deeper into the earth, and they varied somewhat in that I thought that they would probably get thicker as they went on down, but I thought maybe not so quickly as they did, but, substantially, it was my opinion ----

Q Were those substantially the ----

MR. LINDAS: If the Court please, he breaks him off. Let him answer the question.

MR. BIGGS: I certainly didn't intend to. Excuse me. I thought the witness had been talking quite a little bit.

Go ahead, sir.

A To complete the statement, I think that my opinions that I formed while examining the project for purposes of design were very substantially borne out by the material that was encountered.

Does that answer your question?

MR. BIGGS: I'm not sure, but I will ask another one.

Did you want to ----

THE COURT: I think we will recess at this time, Mr. Biggs.

MR. BIGGS: Very well.

THE COURT: You may step down from the witness stand.

(Witness excused.)

THE COURT: Ladies and gentlemen of the jury, we will recess at this time for the day. You are excused until 9:45

A94

tomorrow morning. Of course, it is to be remembered by you that it is your duty not to discuss the case among yourselves or with any other persons whatsoever on any subject connected with this trial.

You will be excused until 9:45 tomorrow morning.

(Thereupon, at 4:30 o'clock P. M. of this day, Tuesday, January 17, 1956, an adjournment was taken until tomorrow, Wednesday, January 18, 1956, at 9:45 o'clock A. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Tuesday, January 17, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 157 pages of typewritten matter, numbered 747 to 903, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Tuesday, January 17, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

TRANSCRIPT OF PROCEEDINGS

VOLUME VIII

January 18, 1956

Pages 906 to 1059

Volume VIII
January 18, 1956

I N D E X

Defendant's Witnesses:	Direct	Cross	Redirect	Recross
Tom Edwards (resumed)	--	906	934	940
Roy L. Houck	944	950	953	953
J. F. Putnam	955			
(resumed)	976	986	1008	1009
Henry J. Kuckenberg	969	973	--	--
H. G. Smith	1010	1023	--	--
W. C. Williams	1033	1040	1054	1055

Defendant's Exhibit:	Description	Ident.	Rec.
AA	Computation book, entitled "Main Earthwork and Miscellaneous Earthwork Computations, No. 5, of the Low Pass Project"	962	981
AB	Cross Section Notes for Low Pass Section	979	981
AC	Cross Section Notes for Low Pass Section	979	981
AD	Tabulation entitled, "Bond Issue Projects - Primary"	1048	
AE	Tabulation entitled, "Request for Approval of Individual Project Program Change," dated June 10, 1952, on Item No. 35	1048	

P-1
-1

WEDNESDAY, JANUARY 18, 1956, the trial was resumed, pursuant to adjournment, at 9:45 o'clock A. M., and the following further proceedings were had herein:

THE COURT: Mr. Edwards, you may resume the stand. Mr. Biggs, you may proceed.

TOM EDWARDS, a witness produced in behalf of the defendant, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

CROSS EXAMINATION (Cont.)

BY MR. BIGGS:

Q Mr. Edwards, last night at the conclusion of the session I was asking you if you assumed at the time you made your examination of the site, and from the information available to you, whether you believed the materials that would be encountered in the Big Cut would be substantially the same as the materials and conditions on the cut faces on the old highway.

A Well, my answer was yes, that I did assume such would be the case, except that I qualified it and said I thought the layers might get thicker and harder as they progressed in depth below the summit. Is that correct?

Q You said that yesterday, or you thought that at the time.

A I thought at the time, and I believe I said that yesterday.

Q Yes, you said part of that yesterday, that you thought the conditions that would be encountered were those that

K-2

were encountered.

A Yes.

Q Now you think that the conditions encountered would be substantially the same as the conditions on the cut faces of the old highway, isn't that correct?

A No.

Q Well, we won't argue over it.

MR. LINDAS: If the Court please, I think he ought to have an opportunity to answer the question.

MR. BIGGS: All right.

A The cuts in the faces of the old highway indicated to me the stratification, but in my answer I have said that the assumption I made at that time was that the layers would possibly vary in thickness and hardness as they went down; hence, the answer, do I think that they were substantially the same as shown on the face of the old cut, would not be correct. It would be only partially correct, correct as to stratification but not as to thickness and hardness.

Q I see. Do you remember when your deposition was taken in this case, Mr. Edwards, on the 6th day of June, 1955? That was two months before the geologist was retained to advise the State about this thing, and before you had heard his theory about it. Do you remember it at that time?

-3 A Yes.

Q Your deposition was taken here in Salem, your attorneys being present, before a court reporter and you were then under oath.

A Yes.

Q This question being asked you--

MR. LINDAS: What page, please?

MR. BIGGS: Page 21 of the deposition.

MR. LINDAS: Do you have a copy of it?

A I have a copy in my briefcase.

MR. LINDAS: May he get it, your Honor?

THE COURT: Yes.

A What page?

Q (By Mr. Biggs) Page 21, please. Do you remember this question being asked you, and these answers being given: Question--"Did the subsequent events"--referring of course to the opening of the Big Cut--"prove that the conditions under the Big Cut were the same as the conditions that you observed on the logging road and the adjacent existing highway, Mr. Edwards?" And your answer: "I think they did, yes."

Question--"You think there was no material difference between what was found in the Big Cut and what was disclosed by the shallower cuts on the existing highway?" Your answer: "The cut on the existing highway--"

k-4

The next question--"First, would you give me an answer to the question, yes or no, if you can?" Answer: "Will you state the question again?" Question--"Yes. I asked you if subsequent events then did not disclose any material difference between the underground conditions in the Big Cut and the subsurface conditions revealed by the shallower cut of the existing highway and the logging road that you had observed." And your answer: "I believe I said just a moment ago that they did not."

Then do you remember this question following--"Well, if that is what you said, you can say it again, can you not?" Your answer: "With slight modifications, I would say that the conditions as they went on down were the same as I observed."

Question--"What were the modifications?" Answer: "On the whole, throughout the depth of the excavation, I believe that the layers of sandstone were slightly thicker as they were exposed on the deeper depths than they were at the top, than they were on the existing road right opposite the Big Cut. However, at other places along the old road, there are exposed thicker layers of sandstone, probably as thick as any of these."

Question--"You have used the word 'slightly' twice, slight modifications and slightly thicker ledges of sandstone. Was that--I am not asking you to pin yourself down to actual measurements, but when you say slight, do you mean insignificant as far as the costs of excavation are concerned?"

Answer: "Yes, I do mean insignificant as far as cost of excavation is concerned."

State whether or not those questions were asked and those answers were given on your deposition.

A Yes, that is correct.

Q Yes. Prior to that time you had stated, had you not, that you believed that the conditions in the new cut, when they were revealed, would constitute a combination of sandstone and shale? Is that right?

MR. PETERSON: I will object to the question, if the Court please. It is indefinite as to time.

Q (By Mr. Biggs) Well, in the giving of your deposition, you so indicated.

A I am afraid I am confused now, counsel. Will you state the question again?

Q Yes. What did you believe the materials in the Big Cut would consist of before you saw it opened up?

A I thought they would consist of sandstones and shales.

Q Yes, and from what did you make that judgment?

A Well, I made that judgment from observation of the materials

k-6

along the old road in the area, and from knowledge of the other excavations which we were carrying on in the Coast Range.

Q Well, now what other jobs are you talking about ?

A Well, at that time we had a great number of contracts going in the Coast Range, or in what we call the Coast country.

MR. PETERSON: Speak a little louder, please.

A In what we call the Coast country. I believe we had projects going in the vicinity of Coos Bay, and projects-- do you want more?

Q Yes, certainly--everything you can tell me on your deposition, you tell me now.

A We had projects going on the--along the Pacific Coast to the south.

Q Let us understand what we are talking about. You are saying that all those things you took into consideration in judging what was in the Big Cut?

A Oh, yes.

Q I will ask you if you referred to any other projects outside the immediate area of this Big Cut when you gave your deposition, and when I asked you then to state what inspections you made and what observation you based your judgment as to the condition of the Big Cut on. Did you mention any of those jobs you are telling

k-7

us about now?

A I believe not.

Q You remember, do you not, that you were asked--"You say it was obvious to you that this was all sandstone or shale or a combination of both?" "What were the evidences of that structure that made it obvious to you?" Do you remember your answer then--"During the preceding time that I had been in the division, I had become familiar with the section due to maintenance problems which we had had along the old road. We had had slides, and I had discussed them with the district maintenance superintendent as to the type of material, what caused the slides, what corrective measures we could take, if any, so that I was familiar with the strata, the stratification of the sandstones and shales along the old road through the same period prior to any inspection of this job."

Question, "You say in the same area--give me an idea what limits you refer to as the same area." Your answer--"I would say within the exact limits of this project, the old road between points--let's say point A, at the westerly end of the project under consideration, and point B at the easterly end. In other words, in those exact limits."

Question--"You had slides in the existing highway

k-8

which was at high elevations?" Answer, "That's right."

Question--"Then what other evidences, Mr. Edwards?" Answer, "On my first inspection, I took again particular note of the cut banks in the old road, went on the summit of the divide, which probably we would remove; I went up the logging road on the other side, and looked at the evidence in the cut banks of the logging road that was up there."

Now those are the only observations that you told me about at the time your deposition was taken on which you based your judgment that the materials in the Big Cut would be substantially the same as the materials in the old cut--isn't that right?

end P-1

A Yes, that is what I said at that time.

C-2
A1

Q (By Mr. Biggs) In fact, you thought from your observation that the conditions in the face of the old cut were such as would require drilling and blasting for excavation, did you not?

A I think so, yes.

Q And you thought there would be no more difference in the drilling and blasting requirements in the Big Cut than there would be on the faces of the old cut, did you not?

A I don't believe I said that in my deposition.

Q You don't believe you said that. Will you turn to page 23 of your deposition? "Would the structure as you observed in the shallow cut, that is on the existing highway, ever have required any blasting or could that have been excavated by undercutting the sandstone, by ripping out the layers of shale?" "Answer: No, I think they would have required blasting."

Now, let me just see, here. You gave those answers, did you not?

A Yes.

Q You thought there would be about 15 per cent overburden and about 85 per cent rock in the Big Cut requiring blasting?

A Somewhere in that neighborhood.

Q Yes. Basically, you thought it was a rock job. Is that right?

A2

A Yes.

Q And that it would require drilling?

A Yes.

Q Yes. Did you make an estimate, then, of the cost of doing this work?

A I understand counsel is questioning me about the time that I made the initial investigation of the project. Is that correct?

Q No. Any time before you approved the final plans and designs did you make an estimate of what you thought this job would cost?

MR. PETERSON: Just a moment before you answer that, counsel. I am obliged to object to that question. It is outside the pale of the direct examination, your Honor, and any estimate of costs, an answer that calls for costs, of course, is not germane on the cross examination.

MR. BIGGS: If counsel wants to assert that as an objection, I would like to be heard on it, if the Court please. This goes directly to -----

THE COURT: I will overrule the objection. The witness may answer the question.

A In the way the project was developed from its conception to its final design, I don't believe that I gave serious consideration to the cost until we had arrived at a design which we thought was practical and could be built,

A3

and then at that time it was necessary, of course, to think of cost, and I did so.

Q (By Mr. Biggs) Is your answer, "Yes," that you did make an estimate of the costs of this job?

A I will have to ----

Q Is that so -- just one moment. Is that such a difficult question that you cannot answer it "Yes" or "No"?

A The only thing that I wish cleared, counsel, is what time are you referring to?

Q At any time before the work commenced and in connection with your approving and submitting the final designs to the Commission for its action.

A Yes.

Q You did.

A The ----

Q What other time would be of interest to us?

A The time would be of interest?

Q Yes. I mean, how else would any other time be of interest to us than the cost estimate that you would make reflecting your idea of the costs so that the Commission would have the benefit of it?

A Well, I made a tentative cost estimate in April of 1952, brought on by studies of the various routes, and in some time prior to the middle of June of 1952 I submitted the project to the Salem office with a detailed estimate of

A4

costs prepared by me.

Q So you did make a detailed estimate of cost?

A In June, yes.

Q Yes. In fact, it was your responsibility, in submitting the specifications and the design to your superiors, to submit with it your estimate of what the project was going to cost. Isn't that correct?

A That is correct.

Q That is correct. So all of this qualification gets us no place. You did make an estimate of cost, and did you make ----

MR. PETERSON: Oh, your Honor, I object to this line of questioning. It is argumentative. He's got his answer, -- counsel has.

A Might I ----

MR. BIGGS: I will withdraw that.

THE COURT: I think Mr. Biggs withdraws that.

MR. BIGGS: I will withdraw that, yes, if the Court please.

Q (By Mr. Biggs) It was a part of your official duty not only to prepare and approve plans that were prepared by your engineers and specifications for the doing of the work, but to advise the Commission officially what, in your opinion, the job would cost the Commission to do. Isn't that correct?

A That is correct.

45 Q Yes, sir. And you did do that, did you not?

A Yes, I did.

Q Yes, sir. And you made your estimate based upon what you thought then the conditions were going to be when the job was performed?

A Yes, I did.

Q Yes. Would you now tell us what your estimate was? Give us first the total, if you please.

A I will have to get my brief case.

THE COURT: Yes, you may.

Q (By Mr. Biggs) You don't remember the figure without checking, Mr. Edwards?

A Oh, yes; I remember it.

Q Well, would you give us the figures?

A $716,924.50, covering the contract items.

Q And it was on those items that Mr. McDougall bid $753,000. Is that correct?

A That is correct.

Q And what was your estimate of the cost of excavation per yard, unit price?

A My estimate of the cost of excavation per cubic yard was 48 cents.

Q Was 48 cents. Mr. McDougall's estimate was 45 cents. Is that correct?

A I believe that is correct, yes.

A6

Q Or his bid was 45 cents. And yours, of course, was based upon an unclassified basis, which would include all of the material coming out of the Big Cut, being 85 per cent rock. Is that correct?

A Yes.

Q That is what you now say?

A Yes.

Q That is what you figured then?

A Well, I think if you will refer to my deposition that on page 24 ----

Q Yes, sir.

A -- I referred to approximately 15 per cent of overburden,----

Q Yes.

A -- which would leave 85 per cent rock, but further on at the bottom of page 24, "My recollection is that . . . there might be as much as 50 feet," ----

Q What did you estimate ----

A -- "that would come off the top without blasting."

Q All right. What did you estimate it to be? Upon what basis did you pick your figure of $716,000, or compute your figure of $716,000?

A Well, the figure of $768,000 ----

Q Sixteen thousand, please, sir.

A Oh, in the -- I misunderstood, counsel.

Q Not misunderstood me. I am using your figures. Didn't

A7

you tell me $716,000?

MR. LINDAS: Well, if the Court please, let the man have a chance to answer the question, would you? Every time he doesn't want to hear something he starts interrupting.

MR. BIGGS: I didn't want the witness to be misled.

Q (By Mr. Biggs) Did you say $768,000 was your bid?

A I misunderstood counsel to be talking about volume, cubic yards, rather than dollars.

Q Excuse me.

A The bid of -- or the estimate of --$716,000 was figured on my original assumption that possibly 50 feet of the top of the cut could be taken off by means other than blasting.

Q I see. But you figured that it would be basically a rock job?

A Yes.

Q And still figured your 48 cents a cubic yard?

A Yes.

Q Yes, sir. Well, now, you say your original estimate. Did you make a later estimate,--or I mean original assumption. Did you make a later assumption different from that?

A What I had reference to was that on -- in my deposition, I took note of the fact that 50 feet of the cut did not come off without blasting.

A8

Q You thought that that might be possible?

A Yes.

Q Were you mistaken, then, in that assumption?

A I was mistaken to the point that I thought that probably 50 feet would come off when I made my original cost estimate.

Q Yes.

A (Continuing) Final events proved that I was wrong to the extent that only about 20 feet came off without blasting.

Q Yes. But actually that 20 or 50 feet was relatively insignificant in quantity because of the steepness of the slope -- the first 50 feet quantitatively would represent a very small proportion of the total quantity, wouldn't it?

A That is correct.

Q You made that very clear in your deposition at the time, did you not?

A Yes.

Q So that whether it was 20 feet of overburden or 50 feet of overburden would make very little difference to you in computing your bid on the basis of this being a rock job. Isn't that correct?

A That is correct.

Q Yes, sir. You even used a little cigarette pack that you

A9

built up to a ridge to show that as you got close to the top and where it came to a point there would be a very small quantity of material compared with the body of the material. Isn't that right?

A Yes, that is correct.

Q So that you always were thinking of it as basically a rock job with approximately 85 per cent of the quantity being rock. Is that your testimony?

A That is correct.

Q And on that you were figuring a 48 cents-a-cubic-yard price, unit price?

A That is correct, yes.

Q And you made that assumption because you thought the conditions were substantially the same as the conditions in the old cut.

A Well, I have tried to explain this several times, -- that the conditions in the old cut indicated to me that the conditions which were encountered would be substantially as they were.

Q That's right. Go ahead. I didn't mean to interrupt you.

A I am through.

End
C-2

P-3
k-9

Q Well, in your opinion at that time would conditions in the face of the old cut require more blasting than you anticipated would be required in the Big Cut ?

A I don't think so. The conditions indicated to me in the old cut indicated the necessity of blasting, and about the only variance in my mind is the difference in this 20 to 50 feet about which we have been speaking.

Q You said very frankly in your deposition that you didn't think the conditions in the new cut would require any more blasting than the conditions in the old cut. Isn't that right? Will you turn to your deposition, on page 22. I don't want to keep arguing; at the bottom of the page, Mr. Edwards.

A If I might explain--

Q Well, would you answer that question and then explain, Mr. Edwards? That is a relatively simple question, if the Court please, and I think we would save time if the witness would answer yes or no to a question that is so obvious.

Would you look at your deposition, on page 22 at the bottom of the page? Do you see the question, "Would it require more blasting, Mr. Edwards?"

A You refer to the question--"You think that the difference would not have required any different technique on the contractor's part in excavating the Big Cut and that

K-10 of the shallower cut on the existing highway?" Is that the question to which you refer?

Q No, I am asking you to look at the last question on the bottom of the page, page number 22 of your deposition. I don't mean to shut you off on the other, but I would like an answer to the question, and I asked you this--"Would it require more blasting, Mr. Edwards?"

A My answer was, "No, it would require a different spacing of holes, a different manner of loading the blasting agent in the holes, in order that the thicker layers would be better shattered and easier to load."

Q All right. And which would have been the more expensive technique?

A Well, the--the technique to which I refer, to be used on the Big Cut, would have been more expensive.

Q At the time you gave your deposition, I asked you that very question, and your answer was that you wouldn't be able to say which was more expensive. Isn't that correct?

A Yes, I did.

Q You have learned since that it would be more expensive?

A I wouldn't say I have learned--I have given it more study and changed my opinion.

Q All right. Now you said a moment ago that you submitted an estimate along with your plans in June, based on

k-11

your original assumption. Did you ever submit a revised estimate, Mr. Edwards, or prepare a revised estimate of costs?

A I am unable to answer that question, counsel, because at about that time we initiated a practice in the Department which requires that I do submit a revised estimate of costs, but I am not sure on this whether I did or not. So I cannot answer the question.

Q You cannot answer the question?

A No.

Q Do you remember when your deposition was taken?

A Yes.

Q Do you remember at the conclusion of the deposition, no suggestion had been made about a revised bid, but you, yourself, said, "Since you have got the original estimate, I might as well give you a copy of the revised estimate"--then you handed to Mr. McDougall a copy of an estimate which you said you made four days before the bids were opened. Do you remember that?

A Yes, I remember that, but I don't remember whether that was submitted officially or whether that was--

Q All right.

A --part of a--you might say a guessing game that I carry on with myself, with respect to a project.

-12

Q Well, did you have an occasion to second-guess your first estimate?

A Yes, I lowered my first estimate.

Q All right, to what extent ?

A I remember the conversation to which--of which you speak, with Mr. McDougall, and I pointed out the fact that I had made an estimate of 45 cents.

Q Yes, all right. I think you stated yesterday on your direct examination that it was the practice of the State in the coastal area always to use 1 to 1 slopes. Was that your testimony?

A Yes.

Q Are you familiar with this very same highway just the other side of Florence, and from Florence on down--not Florence but Triangle Lake--from there on down? Are you familiar with the numerous and several cuts along the highway in which the slopes were cut to a steeper angle, varying from 1/4 to 1, to 1/2 to 1? Are you familiar with those?

A Yes.

Q There are many cuts along that road, in sandstone, on a 1/4 to 1 and 1/2 to 1 slope, are there not ?

A Yes. May I--?

Q Certainly.

A The current standard to which we work was adopted in

K-13

the period of 1932 on, and I think some of the cuts to which counsel refers were made before that time.

Q You had a change in your standards since 1932, is that correct?

A No, we changed them about that time.

Q So that you are speaking of standards presently prevailing, since 1932?

A That is correct.

Q And you think it is possible that some of the cuts I referred to were created before 1932?

A Yes.

Q What is the area you refer to as the coastal area, Mr. Edwards?

A I think in general, in our Department, we refer to the coastal area as pretty much everything west of the slopes of the Cascades.

Q All right. How far does your jurisdiction extend?

A My jurisdiction covers Lane, Douglas, Josephine, Jackson, Coos and Curry counties, with very minor exceptions. I don't, in Lane County, go clear to the summit of the mountains. And in Jackson County, as a matter of fact, I go beyond Jackson County and have a very small part of Klamath County.

Q And that is the standard that applies to all of the state highways within your jurisdiction, is that correct --

-14

this 1 to 1 slope?

A In general, yes.

Q In coastal regions?

A Yes.

Q Now, Mr. Edwards, you stated that you knew there would be 5 per cent rock, approximately, in that Big Cut when you drew your design, and that the Big Cut or the materials coming out of the Big Cut constituted about 5/8 of all the material that was to be excavated on the project; isn't that true?

A That is true.

Q And it was confined within an extremely short distance, relatively speaking, of the whole project?

A That is true.

Q So you had special quantity brackets for the Big Cut, did you not?

A Yes.

Q You did not show by your brackets, quantity brackets, any difference between the materials coming from the Big Cut and the materials coming from other sources of the project, so far as their swell or shrink propensities were concerned, did you?

A No, I did not.

Q Is that customary also to simply balance out the whole job and use a common adjusted quantity ratio for the

k-15

whole project?

A Well, that is--that is a very difficult and technical question. Let us assume, for example, in areas where igneous rock occurs, basalts, and where they are clearly defined, then it is my practice, and the--I think the common practice of engineers in our Department to vary the shrink factor as the classes of material vary. However, I think in general in the areas of sandstone and shale, it is not my practice to vary them, and I think in general it is not the practice of my designing engineers to vary them.

Q You did have a swell from the rock in the Big Cut, did you not?

A Yes.

Q And it was because you were encountering so much rock in the Big Cut that you consented to pulling in the slopes when the excavation had reached an elevation about 60 feet above grade, isn't that true?

A That was a reason. Not the primary reason.

Q But you had more materials coming out of the Big Cut then than you needed for embankment, isn't that true?

A I don't think that is true.

Q Now you made a criticism of Mr. McDougall's work yesterday, the manner in which he was doing it, Mr. Edwards, because he opened the Big Cut to the west

k-16

instead of to the east. Is that correct?

A Was it criticism or was it an answer to a question?

Q I didn't ask you the question, your counsel asked you if you were critical of anyone else. I think the question was whether, in your opinion, Mr. McDougall used reasonably good methods in doing the work--the effect of the question was that. And you said in your opinion, not, and when you were asked why didn't he--you said he had opened the cut to the west when in your opinion it should have been opened to the east.

A Yes.

Q Now does that refresh your memory?

A I testified to that, yes.

Q You so testified?

A Yes.

Q Do you know when the cut was opened?

A Which cut do you refer to you?

Q I am talking of the Big Cut, Mr. Edwards.

A It was opened in the late fall of 1952.

Q When you say late fall, what do you mean by late fall, Mr. Edwards? October?

A October or November. Late October or early November.

Q All right. Isn't it the fact that you did not make your order modifying the contract so as to authorize and direct Mr. McDougall to put in all of the extra

-17

drainage in the fill to the east of the slope, of the Big Cut, until October 17th?

A That is correct, yes.

Q That is correct. So that until that extra drainage was put in through the center line and all through this big canyon down here, he couldn't have pulled any of the material down here, could he?

A That is incorrect. The answer is no.

Q All right, now you tell us why that is incorrect.

A The decision to place the drain tile and to fill the side canyon was brought on by the conditions which were apparent when the work was started. If the work had been started in July, 1952, the change-order might have been made then, or the revision in plans, or it might not have. The conditions at that time may not have indicated and dictated it, so that the time of revising the drainage structures had nothing to do with the contractor's ability or inability to open the Big Cut.

Q As of October 17th, the day you made the order, could that area have taken--that fill have taken materials from the Big Cut, until it had been drained? That is, to do a satisfactory job?

A I tried to explain in my previous answer that if the preliminary work had been done in July, the change-order may have been made or may not have been made at that time.

Q You are saying then--

MR. PETERSON: Let him finish his answer, please.

Q (By Mr. Biggs) I thought he had. Had you finished?

A No, I hadn't finished my answer. That it was--that was a change which was inititated by judgment, my judgment. It was my responsibility to see that this work is done substantially so that it will stay there when it is complete, and it is my practice to examine the site of the work, the bases of these fills when they were ready for construction after it is cleared. But I make no determination as to the time the contractor shall prepare them or shall open them or shall clear them. When he clears them, by his choice of time, then I go and look, and if I find at that time that in my judgment some change is to our benefit, then I make it. But the timing of the thing, as the operation proceeds, might vary from spring to summer to fall if the contractor elected to make the preliminary preparations.

Q All right, then do you criticize the contractor's method of opening the Big Cut if it was a matter over which you had no concern?

A In the previous testimony when I gave my deposition, I pointed out that if the easterly end of the project had been prepared during the summer season of 1952, then by proper preparation the work could have continued during

k-19

the entire winter, possibly with minor exceptions, of 1952 to 1953, in the rock cut. But the concentration of work was on the westerly end of the project, and that work was completed, all of the material from the Big Cut had to go easterly, and then came the wet rainy season, and the proper preparation for winter work had not been done, hence there was a time there when no work could be advantageously done on the project.

Q Assume that Mr. McDougall had decided--forgetting the west end--to go in and open up this cut from the east side, and in doing that he had to get his forces out of the way, all the forces went to work on the east end; the west end was forgotten completely, and he got into the Big Cut on the east and started moving material into that big fill in the summer and late fall. Then came this water condition that you were afraid would wash out the fill; that would have required at that time a change-order which would have made it necessary for him to remove all that fill in order to put the extensive drainage work down to the grade, wouldn't it, Mr. Edwards? Since we are employing hindsight?

A It may have and it may not have. The answer is one purely of conjecture.

Q But you are conjecturing that he should have opened it up on the east side?

k-19

the entire winter, possibly with minor exceptions, of 1952 to 1953, in the rock cut. But the concentration of work was on the westerly end of the project, and that work was completed, all of the material from the Big Cut had to go easterly, and then came the wet rainy season, and the proper preparation for winter work had not been done, hence there was a time there when no work could be advantageously done on the project.

Q Assume that Mr. McDougall had decided--forgetting the west end--to go in and open up this cut from the east side, and in doing that he had to get his forces out of the way, all the forces went to work on the east end; the west end was forgotten completely, and he got into the Big Cut on the east and started moving material into that big fill in the summer and late fall. Then came this water condition that you were afraid would wash out the fill; that would have required at that time a change-order which would have made it necessary for him to remove all that fill in order to put the extensive drainage work down to the grade, wouldn't it, Mr. Edwards? Since we are employing hindsight?

A It may have and it may not have. The answer is one purely of conjecture.

Q But you are conjecturing that he should have opened it up on the east side?

k-20

A That is correct.

MR. BIGGS: That is all.

REDIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Edwards, would you tell me whether or not on all jobs factors are adopted for each particular section of the job?

A By factors, you mean?

Q Shrink or swell factors.

A Not unless--as I explained a moment ago--the things are clear-cut and of igneous rock. And I might explain further, the fact that shrink or swell has only a minute bearing on pay quantities.

Q Mr. Edwards, on cross examination Mr. Biggs several times repeated the words as follows, concerning conditions you found when you visited the project in February, March, April and May--now my question to you is--was what you observed on those particular occasions to which he referred anything other than what you had anticipated finding there?

A No.

end
P-3

C-4
A10

Q (By Mr. Lindas) Now, you were going to explain in cross examination the manner in which you adopt your final estimate. Now, I wonder if you would tell us about that at this time.

A Well, in adopting a final estimate -- or not adopting a final estimate -- making a final estimate, or an estimate to forward to my superiors, it is necessary that I consider the fact of whether the job will be good -- I can't think of the word that I want to use -- well, one which the contractors -- which will have appeal to the contractors, and it is necessary that I consider the amount of work that various contractors have and the amount of equipment which may be available, and weighing all these things arrive at a cost estimate of what I think the contractors will bid to do this job. Does that answer your question?

Q Yes. That's all right. Your selection of the sum of 48 cents for excavation, as you had selected it in your estimate, -- did you mean by that that you thought that the Big Cut could be removed for 48 cents a yard, or did that apply to the entire job?

A No, that applied to the entire job. There was, in the preliminary plans,--the net quantity, which was shown, was some seven hundred sixty-two --- I am a little hazy as to the last few figures.

A11

MR. BIGGS: Seven hundred sixty-nine are the figures, Mr. Edwards.

A -- 769,000 yards of excavation, of which somewhere between 300 and 350 thousand, possibly even 400 thousand, but only substantially half of the total, would be rock. The other would be material which did not have to be blasted.

Q (By Mr. Lindas) Now, reference was made about the practice in the coastal area to have slopes on a 1 to 1 in material as has been encountered here in the Big Cut. Are you familiar with any of the roads in the coastal area on which such cuts have been made, if you know?

A Oh, yes.

Q I wonder if you would relate a few of the cuts in the coastal area that are on a 1 to 1 slope in like material, or harder material, if there are some.

A In the Reedsport area we have the cut on Bolon Island. That was designed and contracted in 1934. We have in the Siskiyous on the Pacific Highway, one, two, three, four, five -- at least five projects which were designed and contracted on 1 to 1 slopes in 1938, and we have one, two contracts contracted in 1939 on the Pacific Highway. We have, east of Grants Pass, contracted by the Bureau of Public Roads in 1951, the Hayes Hill Section. We have between Coos Bay and Coquille the Bunker Hill-Delmar Section, which was contracted in 1951, A12 1 to 1 slopes. We have on the same highway a contract in 1948, the Delmar-Coaledo Section, contracted with 1 to 1 slopes, and in 1950 the Chrome Plant-Cedar Point, and in 1951 the Cedar Point-Coquille sections of the same highway contracted with 1 to 1 slopes, and in 1952 the Winchester Bay-Clear Lake Section -- that is just south of Reedsport -- was contracted with 1 to 1 slopes. In 1952 the section between Hauser and Coos Bay was contracted with 1 to 1 slopes. In 1953 the Brush Creek-Rinehart Creek Section of the Oregon Coast Highway was contracted with 1 to 1 slopes, and we have several projects, here, which were contracted after 1953. We will go back to some other projects. I have one project between Cannon Beach and Arcadia, contracted in 1951, 1 to 1 slopes. And there are numerous others. Is that sufficient?

Q That will be sufficient. And they are in like type material, or harder?

A Yes, in like or harder. Some of the projects which I referred to -- for instance, the north unit of the Siskiyous to Bear Canyon section -- is a part of the Pacific Highway south of Ashland, and all slopes are 1 to 1, and that is igneous rock and a harder material than shale. I believe I have a project listed here where we have on the summit of Sexton Mountain 1-1/4 to 1 slopes,

A13

in material which is as hard or harder than the shales.

Q Now, on cross examination you were asked concerning the considerations for reducing the slopes, or I mean steepening the slopes, from the bench on down in this project, and you said that was, in answer to the question propounded to you, one of the considerations. Would you enumerate to the jury what other considerations, if any, there were concerning that?

A One of the prime considerations was, it was a request of the contractor that they be steepened in order that the amount of material which he had to remove from the cut be reduced, and in line with that request the officials of the Department made investigations of it and discussed it with me. I went and looked at it, and gave the order to steepen the slopes, with the thought that this elevation, about 60 feet above the roadway, the steepening of the slopes, would provide a bench which is shown on the model, and which would, in effect, tend to catch any slough or ravel which might come from the higher slopes, and keep it from going on to the road, and it was my thought at the time that we would have some slough and ravel from the steeper slopes, but that the elevation above the roadway would have been reduced to the point where they would not be so dangerous as they would if they had been steep all the way up.

14 Q Did it turn out that way, Mr. Edwards?

A In my estimation, it turned out, I believe, that I was mistaken, that it should not have been done. The cut ravels, disintegrates. The layers of shale, softer materials, come out, and then a big chunk of material falls off of the slope, and it worries me somewhat. I don't know how I will be able to make peace with myself if one drops on a school bus or something like that. I would say that I made a mistake.

Q Now, Mr. Edwards, having steepened the slopes from the bench on down as is shown on the model, did that reduce the number of yards of material that it would have been necessary for Mr. McDougall to have removed by blasting?

A Yes.

Q And how much reduction?

A Approximately 25,000 yards.

Q Now, could you tell us whether or not any additional material was run into by the Department in the construction of this road?

A Yes. We had slides which came from the cut banks which produced material for use in the embankments, which was not anticipated specifically in preparation of the design. We thought we might have some slides, and specifically thought that I might have some fill slides and require more material, but we did have some cut slides, which were, in themselves, relatively minor, but they were so close under the old road that it required excavation upon the old road to keep two-way travel, and the materials that came out of the slides were incorporated in the work, and also the material from the old road was, in general, cast over onto the new road and incorporated in the embankments.

MR. LINDAS: Thank you, sir.

We have no further questions, your Honor.

RECROSS EXAMINATION

BY MR. BIGGS:

Q How much was that material? Could you tell us, Mr. Edwards?

A Oh, I can tell you roughly, and I can get the ----

Q Just roughly.

A The material cast over from the old road was somewhat in excess of 20,000 yards. The material in the slides in the cut banks of the new road was pressured with the excavation for the new road, and we have no pinpoint measure for it, but it was not any more than the amount that came from the old road.

Q Was there material, did you say, coming from the old road other than the slides that were cast into the road and would not be figured in your excavation quantities upon which the contract was based?

A There was material which came from the old road and was

A16

cast over and cast into the new road and incorporated therein, but the contractor was paid.

Q Now, just a minute. You say "cast into" the road. By whom? By what?

A By the contractor.

Q Well, then, that would be excavation materials. Isn't that correct?

A That's right.

Q All of the excavation -- everything that went into that embankment for excavation materials upon which the contractor was paid. That is where you get the volume of your excavation, isn't it?

A I'm sorry. I ----

Q All right. Well, I think that can be made clearer, perhaps, by another witness, Mr. Edwards. Perhaps you haven't got the figures right at hand.

MR. PETERSON: He wants to explain it.

MR. BIGGS: Surely. You may explain it. I thought you didn't have the figures. I didn't think it was worth going through all this long dissertation. Go ahead.

A I didn't understand the figures. What I want to say is that every cubic yard that the contractor did on the project was paid for in some manner.

Q (By Mr. Biggs) I wasn't questioning the method of payment. I was questioning the method of measurement if you were

A16

cast over and cast into the new road and incorporated therein, but the contractor was paid.

Q Now, just a minute. You say "cast into" the road. By whom? By what?

A By the contractor.

Q Well, then, that would be excavation materials. Isn't that correct?

A That's right.

Q All of the excavation -- everything that went into that embankment for excavation materials upon which the contractor was paid. That is where you get the volume of your excavation, isn't it?

A I'm sorry. I ----

Q All right. Well, I think that can be made clearer, perhaps, by another witness, Mr. Edwards. Perhaps you haven't got the figures right at hand.

MR. PETERSON: He wants to explain it.

MR. BIGGS: Surely. You may explain it. I thought you didn't have the figures. I didn't think it was worth going through all this long dissertation. Go ahead.

A I didn't understand the figures. What I want to say is that every cubic yard that the contractor did on the project was paid for in some manner.

Q (By Mr. Biggs) I wasn't questioning the method of payment. I was questioning the method of measurement if you were talking about the materials that went into the embankment that were not measured, and that might affect the swell or shrink factor at the end of the job. That was the whole purpose of my question.

A I'm sorry. I misunderstood ----

Q I think you probably are not familiar with all ----

MR. PETERSON: He wishes to answer it. Go ahead and answer it.

A I am sorry I misunderstood your question. All of the materials were measured, and all of the embankments were measured, -- everything that went into the project to make a part of the project was measured.

Q (By Mr. Biggs) When you say that you figured your cost estimate on the basis of what the contractors and various contractors, in view of their conditions, might be willing to do the work for, do you mean that that does not represent your judgment of what a fair, reasonable, honest cost of doing the work would be?

A I would say, Yes, that it does represent a fair, reasonable estimate, and, if I may explain, the normal profit to contractors over a period of many years has been computed variously at percentages from 7 to 10,and based, of course, always on the low side, and an estimate made, then, for what you think the low bid will be must certainly, over a period of years, estimate, or indicate, what the reasonable cost of work is.

A18 Q Your estimate, then, did reflect your judgment of what the reasonable cost of work would be if the conditions were as you anticipated them?

A Yes, that is correct.

Q That is right. I didn't assume that you were attempting to induce contractors to do the work for less than the job was worth.

A No.

MR. BIGGS: That's all.

MR. LINDAS: That's all.

THE COURT: Mr. Edwards, you may step down.

(Witness excused.)

THE COURT: We will take a short recess at this time.

Ladies and gentlemen, you may retire to the jury room.

(Recess)

THE COURT: Mr. Lindas, you may call the next witness.

MR. PETERSON: Call Mr. Houck, please.

A19

ROY L. HOUCK was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Would you just give your name into the record, please?

A Roy L. Houck.

Q Mr. Houck, where do you live?

A In Salem.

Q And how long have you lived in Salem, sir?

A Oh, about 22 years.

Q And what is your business or occupation?

A Well, I am a general contractor, and we are doing heavy construction work.

Q How long have you been in that type of business, Mr. Houck?

A Well, in that classification it has been since 19 and about 26, in not directly the Highway Department, but as a general contractor since 1920, and then into road work since about 1926, which would be market roads and work of that kind in the county. After about 1928 or '9, when market roads were taken over by the State of Oregon, then we bid our work at a competitive bidding with the State of Oregon.

Q And in addition to doing contracting work for the State of Oregon, what other agencies or persons have you done

A20 contracting work with?

A Bureau of Public Roads, which works more or less with the State Highway Department -- and that's about the general.

Q And during those years, has it been part of your duties to investigate and set up bids on these projects?

A Oh, yes, yes. I did all my own estimating for many, many years.

Q And did you prepare and submit a bid on the Low Pass job involved in this case, Mr. Houck?

A I did.

Q And in setting up your bid, as a basis for your bid, can you tell the jury with particular reference to what we call the Big Cut about how much rock you expected to shoot in that Big Cut?

A Well, we were very much concerned in that cut at the time we were looking at the contract. When I say "we," -- I have three boys that I am trying to bring up with me. One in particular was with me at that time, and I cautioned him very much about classification. He was just out of the Army, and we started over. One would go one way and one would go the other, so that we would be not affected by each other's thought, and when we would get through -- so that I would teach him something about this thing -- why we would compare our figures, A21 and that's the way we have been doing ever since, and that has been since 1947.

Q And what conclusion did you arrive at as to how much rock you expected to shoot -- by percentages or any other way you would like to explain it?

A Well, after much investigation of the project, itself, while we were there, then we come back home to the Geology Department here, the State of Oregon, and we examined their records, what we thought they had been through. We were not affected too much by it, because, after all, in the construction business you must rise or fall on your own legs and feet. If you miss your classification then that is very difficult to retrieve that fund that you lost. In other words, if we bid a job and miss it in excavation why we really have a hard time.

MR. BIGGS: I think, if the Court please, that is somewhat argumentative and not responsive.

MR. PETERSON: I think that is true.

THE COURT: I will sustain the objection.

Q (By Mr. Peterson) I will ask you, Mr. Houck, if you can tell approximately how much rock you expected to shoot that would be out of the Big Cut, not out of the entire project but limited to the Big Cut.

A About 40 feet of the top we assumed to be common and

22 intermediate classification. That would not require blasting.

Q Then I take it below the 40-foot mark ----

A Below that point we thought it would be rock that we would have to blast.

Q Well, in setting up your bid, Mr. Houck, did you have a plan of removal?

A Pardon?

Q In setting up your bid, did you conclude upon a plan, a method, of removing this rock?

A Oh, yes.

Q Would you care to explain your planned method of removal, sir?

A Well, ----

Q Go right down to the model, sir.

A May I?

THE COURT: Yes.

A (Continuing) This is the cut, and this is in here (indicating).

Well, due to the very high cut and the place over here to put our excavation material, we felt that we would take the 40 feet that was in the top of this large cut, including whatever slope that was determined by the engineers, and move it off with bulldozers until we had moved it into an area that we could come back up

A23

with our heavy grading equipment. What that would take we weren't exactly sure, but we felt that there was sufficient height in this to make a fair return in here, -- whatever was needed more we would have to shove it down.

The other method was to be permitted by the Highway Commission to build an access road that would come in this area (indicating).

Which one we would do would depend upon how soon -- or what the nature and character of the materials were below 40 feet. If we were -- had enough of that and our fill didn't flatten out in here too much, then we would be able to gain access from that side. That would be more or less predicated upon what would happen at the time that we had it in the process of excavation at the top, but otherwise we would try to make a return road that would be accessible, and return back and hit over the top of it, and that, again, would depend upon what we would run into below 40 feet, which we assumed would be solid rock, and that would be our method in taking the top of the cut out.

Q (By Mr. Peterson) Thank you. Just resume the stand.

A Pardon?

Q Just resume the stand. Thank you, sir. Just resume the stand. At the time that you prepared your estimate and your bids, did you have any set of plans, Mr. Houck?

24 A Plans that the Department furnished us?

Q Plans of the project.

A Yes, we were given the plans and specifications.

Q And did the plans that you had with you, calling, as they did, for a 1 to 1 slope, when you investigated this, did they tell you how much material you expected to blast out of the Big Cut?

A Well, no.

MR. BIGGS: If the Court please, just one moment. For the sake of the record -- I have raised this question before -- if the Court wants to be more fully informed I would be happy to argue in the Chambers or any place else -- but my objection is that it is immaterial what they told him. The question would be, if it is permissible at all, if he knows, what it would tell an ordinary, prudent contractor. The test is an objective one, not a subjective one, if the Court please.

THE COURT: I will sustain the objection.

Q (By Mr. ~~Lindas~~ Peterson) I will ask you this, then, Mr. Houck: In view of your long experience in the contracting business and in the excavation business, particularly, and your general qualifications, have you an opinion as to whether 1 to 1 slopes set up in plans for excavation should indicate to a prudent contractor whether the type of materials that were found would have to be blasted

A25

or whether they were diggable?

A Oh, no.

Q And I will ask you also, then, whether you have an opinion whether a shrink factor in the plans would indicate to a prudent, experienced contractor what type of materials he would expect in the cut.

A No, that would be entirely to your own judgment.

Q I might ask you one more question, Mr. Houck: Do you have an opinion whether or not finding sandstone that has to be blasted, for the most part, in a cut in the Coast Range, and in and about the Low Pass job, would be out of the ordinary?

A Oh, no; that would be ordinary. It is composed of sandstone and siltstone and what have you.

MR. PETERSON: That's all.

CROSS EXAMINATION

BY MR. BIGGS:

Q How long were you out in that area?

A Would you speak up just a little?

Q Yes. Excuse me. How long were you out there looking over the area?

A We were one complete day, and then we were not exactly satisfied, so we went back the second time.

Q You were there, then, ----

A Parts of two days.

26 Q -- parts of two days?

A That's right.

Q And did you look at the drill log?

A Did I what?

Q Look at the drill log.

A Oh, yes.

Q You did. Where did you get that?

A At the Soils Department of the State of Oregon in Salem.

Q And did you go over the project with the Resident Engineer?

A No, we ----

Q You did not?

A -- don't do that.

Q You didn't sink a test hole of your own?

A Didn't what -- dig a hole, no.

Q You did not sink a test hole of your own?

A No, sir.

Q I see. Did you employ a geologist?

A No, sir.

Q You say that you spent some time in the Geology Department of the State Highway Commission?

A That's right.

Q Yes. Do you know what you looked at there?

A We looked at the -- supposed to be -- the log of the drilling of the test hole in this particular mountain here.

Q I see.

A (Continuing) That is the one we were mostly concerned with.

Q That is what you went there for, was to see the drill log?

A Yes, because the drill hole was there.

Q Did you look at a map entitled "Oil and Gas Exploration No. 10"?

A I couldn't recall any number, due to the fact that was given to us, and that particular hole was the only one that we investigated of any that was available.

Q Yes. I think you misunderstood me, Mr. houck. Did you look at a map which was entitled "Gas and Oil Exploration No. 10"?

A Not from strata formation or anything else.

Q You just looked at the drill log. Is that correct?

A That's right.

Q And when you made your estimate of the cost of this job, you did not rely on the data in the plans relating to slopes or quantities of excavation. Is that correct?

A We did not go to the -- what we call the cross sections of the cut. They are available for us, and we did not go there.

Q Did you run off the ratio of the quantities of excavation to embankment?

A Yes, we did this. Oh, no. We did not. We looked only

A28

for excavation quantities only, because we are paid for our hauls, and we didn't care where they took it.

Q So you don't rely on whether the plans show a shrink or a swell factor?

A No, sir.

Q You never paid any attention to that?

A No, sir.

MR. BIGGS: That's all, sir.

MR. PETERSON: May I ask just one question.

REDIRECT EXAMINATION

BY MR. PETERSON:

Q What was the amount of your bid?

A The amount of our bid? That is too long ago.

MR. PETERSON: Too long ago.

That's all. Thank you.

MR. BIGGS: Well, just a minute.

RECROSS EXAMINATION

BY MR. BIGGS:

Q Do you mean you haven't checked your records to find out what the amount of your bid was?

A You mean since the opening of bids?

Q Well, since the State subpoenaed you to come in.

A No, sir. I can't even find them.

Q You don't know what it was?

A Oh, they probably have been destroyed. We don't keep

A29

all those.

Q Was it a balanced bid, or did you unbalance it by putting----

A Well, it was a bid of what we call unclassed excavation.

Q Do you have difficulty hearing me?

A Yes, a little bit, because the acoustics over there ----

Q I don't mean to shout, and I don't want to shout. Was yours what is known as an unbalanced bid?

A It is not. It is an unbalanced bid because of the fact that our classification would either say it was solid or it was common or what have you. That is in our own figures.

Q But did you try to estimate the cost and bid the exact cost of doing the rock work, the excavation, or did you put some figure on that and put the rest of it over into grubbing and clearing, or some other pay item?

A No, sir.

Q You did not?

A It is strictly on excavation.

Q But you don't remember what that was?

A No, I don't remember the amount, but I think -- no, I had better not say. I don't know.

MR. BIGGS: That's all.

THE COURT: Step down.

(Witness excused.)

A30 MR. LINDAS: Call Mr. Putnam.

MR. PETERSON: Is there any further need for Mr. Houck, counsel?

MR. BIGGS: I am sure not.

MR. PETERSON: Thank you, sir.

May he be excused, your Honor?

THE COURT: Yes.

(Mr. Houck thereupon left the courtroom.)

J. F. PUTNAM was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Putnam, would you speak loudly enough so that all of us can hear you and state what your name is, please?

A J. F. Putnam.

Q And where do you reside, Mr. Putnam?

A I reside in Springfield.

Q What is your occupation?

A At the present time I am Resident Engineer for the State Highway Department.

Q And how long have you been with the Highway Department, Mr. Putnam?

A I started in August of 1939.

Q And would you just relate your particular duties up to

A31 the present time and how long you were engaged in those particular duties?

A Well, I was hired as a chainman in 1939, and worked as a chainman until 1941, and then I became a head chainman. Then I spent three and a half years in the Service, in the naval construction battalions, came back as a levelman, a transitman, in 1952. January 1st, 1952, I received a residency.

Q Now, Mr. Putnam, will you just briefly for the jury describe the duties of a resident engineer?

A It is the man who has immediate charge of projects assigned to him by the Division Engineer.

End
C-4

P-5
k-21

Q Yes, but I mean what are your particular duties in connection with the construction of highways?

A Well, it is up to me to see that the project is staked so that the contractor can move in and proceed with his work. And then to see that the contractor obeys the specifications and builds the road as we want it.

Q Do you, as part of your duties, attempt to direct the method or manner in which he does his work?

A No, we do not.

Q Now were you the Resident Engineer on the Low Pass job?

A Yes, I was.

Q Would you tell the jury and the Court, please, when you were first assigned to this Low Pass project?

A I was assigned on the 1st of January of 1952. I took over the project from Mr. Decker, who was the Resident in charge then, and who had completed about 50 per cent of the map work. Then we--

Q Did you--all right, go ahead.

A Then we continued with the location and turned in the estimate quantities to the Division Engineer. Then after the job was let, we proceeded with the construction.

Q Now you state that you had something to do with the center line and so forth; what is that, that you had to do?

A Well, we have to--you mean for the location or construction?

K-22

Q For the location prior to construction.

A Prior to the construction we have to obtain all of the contours and physical data of the country, in order to lay our center line on the map as to where we want the final project located. After that is done, we go out in the field and stake the line on the ground, take cross sections and establish our quantities and the finished--what we think the finished product will be.

Q Now, Mr. Putnam, at the time this project was advertised for bid, will you tell the jury what stakes if any had been placed upon the project.

A We had finished staking the "L" line on the 13th of June.

Q What is "L" line?

A The "L" line is the location line from which the contractor--it is the finished center line of the highway before it is constructed, placed on the ground.

Q All right, go ahead.

A We had finished that on July--or June 13th--I beg your pardon. That was all of the stakes that we had on the ground at that time.

Q Now do you know whether or not there were any crews on the Low Pass project on July 1st, 1953?

A Yes, there were. There was a crew of five men taking cross sections on that day.

MR. BIGGS: Which day was that--I am sorry.

k-23

Q (By Mr. Lindas) July 1, 1952. Will you state whether or not, if you know, there were crews on the project on July 3, 1952.

A Yes, there was. The same crew of five men were on the project that day.

Q Do you know what portion of the project they were on, on those days?

A I can give you the exact location. I have here the diary in which the field crews place what they were doing that day. On the 1st of July, 1952, this shows Edwards, Ford, Reilly, Prime, Brown and Mayfield, and the "LN" or line, cross sections, 90 plus 50.

Q That would be station 90 plus 50?

A Yes.

MR. BIGGS: If the Court please, may I inquire what the relevancy of this is?

MR. LINDAS: Well, your man said there was no one out there on those dates.

MR. BIGGS: I see. You think it is in response to some of our testimony?

MR. LINDAS: Yes.

MR. BIGGS: All right, go ahead.

Q (By Mr. Lindas) Where were they on July 3d?

A On July 3d, the same crew were at station 97 plus 00; they had worked up to that point.

k-24

Q Now during the interval between the date of the advertising for bids and the letting of contract, would you state whether or not Mr. McDougall conferred with you concerning this particular project.

A Mr. McDougall and Mr. McGary and one other man, I believe, came into the office while Iwas not there. I was showing the project to another person, and when I came in, they were in the office talking to my office man.

Q Do you recall what day that was, please?

A No, I don't recall the exact day.

Q All right.

A We undoubtedly discussed the project while they were there. To my best recollection, I don't recall that they asked me to go out over the project. In fact, I think they told me at that time they had already been over it.

Q Do you recall what time of day that might have been?

A It was sometime in the afternoon.

Q Mr. Putnam, after the completion of a job, how was the final factor of shrink or swell determined?

A The field crews remeasure the cuts and the embankments on the ground, to the best of their ability.

Q Is that under/your supervision?

A That is under my supervision.

Q What is included in those measurements?

-25 A The horizontal and the vertical distances to the edges of the completed road, and to the tops of the cut banks or to the toes of the fills.

Q Will you state whether or not all excavation quantities are measured.

A Yes, they all are with the exception of possibly something that is done on a force-account basis.

Q Was there anything done on a force-account basis on this particular job?

A Yes, there was, but the material was not included in the road bid.

Q I see.

A It was just wasted over the end of the fill, over the end of the old highway fill.

Q Would that be paid for separately?

A Yes, it was paid for on a strictly force-account basis, rental plus percentages.

Q As I understand it then, everything that goes into fills is measured for your final factor.

A Yes.

Q Would that include the measurement of a fill at station 95 ?

A Yes, it would.

Q Do you have the computations with you by which you arrived at your final factor of shrink or swell?

A Yes, I do.

k-26 (The document, so offered, being computation book entitled "Main Earthwork and Miscellaneous Earthwork Computations, No. 5, of the Low Pass project," was thereupon marked for identification DEFENDANT'S EXHIBIT AA.)

Q (By Mr. Lindas) Mr. Putnam, I hand you herewith Defendant's Exhibit AA for identification, and ask you what that purports to be.

A It is the "Main Earthwork and Miscellaneous Earthwork Computations, No. 5, of the Low Pass project".

Q That will include what?

A That will include all of the yardages which were incorporated into the fills, all the excavation and embankment, whatever is in the mass.

Q And does this computation then tell what the final factor of shrink and swell was?

A Yes.

Q And this was prepared under your supervision?

A Yes, it was.

MR. LINDAS: We offer this into evidence, if the Court please.

MR. BIGGS: If the Court please, I would like to ask a question.

THE COURT: You may.

MR. BIGGS: Does the exhibit here include the measurements from which the computations were made?

k-27

A No, they do not.

MR. BIGGS: Do you have the basic data showing what measurements you took? I think that is what we were interested in--from what point you measured.

A The final cross sections, I believe, are in the Salem office somewhere. I do not have them.

MR. LINDAS: Are the field notes--

A The field notes would be in the Salem office.

MR. LINDAS: I thought this was what you wanted.

MR. BIGGS: We wanted the basic data showing from what points you made your measurements, what area is actually embraced, from which you made these computations. We would not be disposed at all to question the computations, your Honor, but we feel it is important here to know just what the engineers were measuring in order to obtain the data from which they made the computations, and I think the cross sections would be the information we want.

MR. LINDAS: I will bring the field notes down right after lunch, your Honor.

THE COURT: Very well.

MR. BIGGS: Not the field notes, Mr. Lindas, it is the cross section notes.

MR. LINDAS: The field notes show the cross section notes.

(Counsel conferring.)

Q (By Mr. Lindas) Mr. Putnam, as I understand it, you looked over this project before the bids were submitted in this case, is that correct?

A Yes, I did.

Q I will ask you whether or not you had an opinion, based upon your examination of the terrain, of the type of material you anticipated would be encountered in the Big Cut.

A Well, driving up the old road, we tried to visualize at the bottom of the cut--the bottom there is the same elevation as the bottom of the summit cut--what we would hit, and it indicated to me that there would be rock the same as shown on the cuts of the old highway.

Q Did you have an opinion whether or not the rock that you observed on the summit cut or cuts on the old highway would get harder or softer as they went down?

MR. BIGGS: I think that is very leading, if the Court please.

THE COURT: Sustain the objection.

Q (By Mr. Lindas) Do you have an opinion concerning the--

MR. BIGGS: We have no objection to his stating in his own words what his opinion was.

Q (By Mr. Lindas) What was your opinion concerning the material and its consistency, as you would anticipate finding it?

A Well, I really didn't form an opinion at that time as to whether it would be harder or softer.

Q Mr. Putnam, Mr. McDougall while on the stand, in answer

k-29

to these questions, gave the following answers.

MR. BIGGS: Now, if the Court please, I think the reading of testimony for his own witness' purposes is improper.

MR. LINDAS: I will withdraw it.

MR. BIGGS: All right.

Q (By Mr. Lindas) Were shoulders on this highway widened?

A On the east side of the summit, they were.

Q Do you know how much material went into the widening of the shoulders on the fills on the east side of the summit?

A It is in the exhibit which you have there now.

Q Could you--

MR. BIGGS: (Interposing) What I object to on the question, if the Court please, is not laying a foundation to show just what the measurements were upon which he bases his information. Now we have tried to make clear that that was the only purpose of the objection heretofore made, and counsel assured me the underlying data would be brought in by another witness, Mr. Putnam. If he is the witness by whom that should be offered, the basis should first be shown so that the final information will be related to a definite group of measurements.

MR. LINDAS: Well, if the Court please, with the permission of the Court perhaps we could suspend at this moment so I could send back and get the field notes and other

k-30

supporting data, because I did want to go into it in some detail. I may be able, however, to ask now a few more questions dealing with it.

THE COURT: Very well.

Q (By Mr. Lindas) Mr. Putnam, would you tell, if you know, whether there were slides during the construction of this new project.

A Yes, there were three.

Q And from what points did they occur, and if you know, how much yardage was involved in them?

A The first one was on the westerly side of the summit near station 91. I wouldn't like to guess at the yardage on those. The yardage of the slide itself was computed in with the regular cross sections.

Q Very well.

A The other two slides, one was at station 105 and the other was near station 115. These were all cut slides, and all of them undercut the old highway, requiring us to move the old highway back into the hillside to provide traffic through the project.

Q Was there a fill made opposite station 91, sir?

A Yes, there was.

Q And was the amount of yardage in that particular fill measured also?

A Yes, it was.

k-31

Q And would that be included also in the field notes of which we have been speaking, and these computations we have here, sir?

A Yes, they would.

Q Now would you describe the manner in which you measure a fill subsequent to the completion of the job, in order to get the data upon which you arrive at your shrink or swell factor.

A We take the distance from the center line to the edge of the fill, or the shoulder of the fill, both in elevation and distance. Then we assume--we don't assume, we note whether the slope is fairly uniform, and then we check on our toes to see whether the fill has gone beyond the toe stake or is inside of the toe stake, and use that distance for figuring our areas.

Q Now do the slopes at times show a variance in so far as uniformity is concerned?

A In that type of material, the rocks were fairly large, and there were holes or humps, and they weren't truly uniform but they would more or less balance out each other. There would be a little hump there, but there would be a hole in another spot to balance it out.

Q So your measurements on which you base your computation take that factor into consideration through the entire job?

k-32

A Yes, they do.

MR. LINDAS: I believe, your Honor, I will need the other information before I can proceed.

THE COURT: Very well. It is very close to the noon recess. You may step down from the witness stand.

Ladies and gentlemen of the jury, we shall recess at this time and then you will report back at 1:30 this afternoon.

(Thereupon, at 11:53 o'clock A. M., a recess was taken until 1:30 o'clock P. M. of this day, Wednesday, January 18, 1956.)

end
P-5

C-6
A32

AFTERNOON SESSION

1:47 o'clock P. M.

THE COURT: Mr. Putnam, will you resume the witness stand.

MR. PETERSON: May it please your Honor, counsel has agreed that we could put on Mr. Kuckenberg, if it is agreeable with the Court.

THE COURT: That's fine.

(Witness withdrawn)

THE COURT: You may call your witness, then.

MR. PETERSON: Call Mr. Kuckenberg.

HENRY J. KUCKENBERG was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Would you just state your name into the record, first?

A Henry Kuckenberg.

Q And, Mr. Kuckenberg, where do you live, sir?

A Portland, Oregon.

Q How long have you lived there?

A All my life.

Q And what is your business, sir?

A General contractor.

133 Q And how long have you been engaged in that business?

A Since 1923.

Q And do you have your own firm, Mr. Kuckenberg?

A Yes.

Q And what types of construction work have you been engaged in over the years?

A Well, I would say general heavy construction.

Q And for what organizations or bodies have you done contract work, Mr. Kuckenberg, generally?

A Well, we have worked for the Oregon State Highway Department, the Washington State Highway Department, the Bureau of Public Roads, Army Engineers, and we have done work in California and Montana, Idaho and Oregon.

Q In the performance of your work, has that entailed investigating the jobs and setting up bids, yourself?

A Yes.

Q And you have done that over the years, I take it, have you?

A Yes.

Q And did you prepare and file a bid in the Low Pass job, Mr. Kuckenberg?

A Yes, I did.

Q And I will ask you, Mr. Kuckenberg, do you have an opinion whether a 1 to 1 slope in the plans would indicate to a prudent and experienced contractor whether the materials

-7
-33

[illegible] ale

[illegible]

A Well, I can answer that question no, but I think it should be qualified. I would say that, if I saw on the plan that there was a 1 to 1 slope, and actually took a look at the ground and saw that it was rock, and thought it was rock, looking at the physical appearance of the cut, I would say it was put in there to get some extra yardage. On the other hand, if all the appearances were dirt, then I would say it was in there because it was a dirt cut.

Q State if you can recall regarding the Big Cut here in the Low Pass, what percentage of rock you expected to shoot, Mr. Kuckenberg.

A Well, our bid was based on both ends of the job, that is the east end and the west end, and we figured that was diggable material. Then the major cut which was in the center, we figured about 60 per cent rock and 40 per cent common.

Q Meaning that you would have--

A No, not common--I would say that it was diggable material and that we may even have to shake that a little to get it out.

Q The remaining 40 per cent?

A Yes, we felt it was diggable without having to shoot

-34 too heavy.

Q But you figured on having to shoot the 60 per cent?

A Yes.

Q When you say "shake" the balance of 40 per cent, what do you mean by that?

A Well, normally in hard rock we will put our holes at 5-foot centers, up to 7-foot centers, and if we get into rock that is diggable and all we have to do is shake it, we put the holes 10 or 12 feet apart, just enough to shake it. We call that more or less diggable material.

Q You had the plans for this job at the time you gave your bid, did you?

A Yes.

Q Now I will ask you further regarding the matters of shrink or swell. Do you have an opinion whether a shrink factor of about 5 per cent in the plans would indicate to a prudent and experienced contractor that the materials for the most part would have to be shot or drilled ?

A Well, in figuring our drilling we have never taken that into consideration as far as quantities are concerned. I would say on this job we didn't figure the fills on this job but we did figure the excavation; but I have since figured the embankment, and the fills, and I see that there is a 5 per cent shrinkage but I didn't k-35 even know it before the bidding, and we didn't even take that into consideration.

Q In investigating the job preparatory to filing your bid, did you take the test hole into consideration?

A Yes, in bidding the job we took the physical appearance of the cut right adjacent--or the roadway which had a cut there of possibly 30 or 40 feet. We took that into consideration, and the surrounding country around there where we could see outcroppings of rock, or dirt and just taking the whole thing, made our bid up from that and also from the test borings.

MR. PETERSON: Thank you. I have no further questions.

CROSS EXAMINATION

BY MR. BIGGS:

Q Mr. Kuckenberg, you didn't employ a geologist? For this job?

A Not for this job, no.

Q And it is not the practice and is not customary to do that in bidding a State highway job?

A No.

Q Did you sink your own test hole?

A No.

Q Is it the practice or is it customary to do that on State highway jobs?

A No. Well, sometimes--I will take that back. Sometimes if we are on a job that doesn't have test holes in

k-36

there, we go out and sink some test holes, which we have done on occasions.

Q On special occasions?

A Yes. We don't always do it, but we have done it.

Q Ordinarily you do not do it?

A Ordinarily not.

Q On a cut of this size, it would take quite a while, wouldn't it?

A That's right, and our time is limited.

Q And it would be quite expensive?

A Yes, quite expensive.

Q And two weeks, that is a rather short time to do all those things, isn't it?

A Yes, if you were looking at one job it would be all right, you would have plenty of time, but normally you are looking at two or three jobs at the same time, so your time is limited and you can't take too much time on each job.

Q That is customary with contractors on State jobs, would you say?

A I would say so. It is customary for us, I know.

Q I mean it is customary to send for plans for the various lettings or jobs?

A Yes.

Q And you try to look at several jobs within that time?

k-37

A Normally we do, yes.

Q How much time do you recall spending in actually going over this job?

A We flew down there to Junction City, and I think we arrived there possibly at 11:00 o'clock in the morning. It has been quite a while ago, you know.

Q I understand that.

A I spent most of the afternoon, or I would say we were on the job possibly a couple of hours.

Q A couple of hours?

A Yes, on the site.

Q On one occasion?

A Yes. However, my--one of our superintendents made another trip down there and spent considerable time on the job, but I personally made only the one trip down there.

Q You have very frankly stated that as far as you are concerned you do not rely on the data in the plans showing the ratio between embankments and excavation, is that correct?

A No, we do not.

Q Actually, I suppose, as an experienced contractor you are familiar with the fact that rock swells and dirt compacts?

A Yes.

Q And if a shrink factor is shown on the plans, or a swell

k-3

factor, the judgment of the engineers is reflected at least to that extent as to the quality of materials to be encountered?

A Well, I can't say just how he would figure it but I imagine that would speak for itself. I have never talked to an engineer on that basis, how they figure it.

Q And the 1 to 1 slopes do indicate the angle of repose?

A Yes, they do.

Q And the stability the materials will maintain--

A Yes.

Q --I mean the cuts--some slopes are steeper than others, and--

A Yes, but I would say on most of the jobs we go on, your slopes are changed on the job anyway. I have seen jobs 1 to 1, started with 1 to 1, then they hit rock and then they will bench out and come down on a 1/2 to 1 or maybe perpendicular.

Q It isn't uncommon to start out with fairly flat slopes, then pull them in when you discover you are in harder stuff?

A I would say it is fairly common.

Q It isn't ordinarily the case that slopes in rock cuts will be flattened for the purpose of getting excess material when there are diggable materials close by, just as a means or source of material?

k-39

A Well, conditions can arise there too. Lots of times you get into rock that is very badly cracked or is very seamy, and in circumstances of that sort I have seen where they have laid the slopes back to keep them from raveling. But in this particular job, I felt your slopes would be at least 1/2 to 1; you may not start with it but I certainly think you would finish with it. That would be my judgment.

Q So in a sense, you really ignored that information on the plans and didn't pay any attention to it, is that right?

A We didn't ignore it entirely. The first 30 feet exposed when we examined the job, as I recall, showed it was cracked quite badly or showed seams in it, either clay or serpentine lines.

Q You are talking about the drill log now?

A No, I am talking about the side of the road which was used at that time.

Q The old highway?

A The old highway which was right adjacent to this cut, and that showed that the rock, at least as far as you could see it, was quite seamy. However, that was possibly on a 1/2 to 1 slope also.

MR. BIGGS: I think that is all, Mr. Kuckenberg.

MR. PETERSON: No further questions.

k-40

(Witness excused.)

J. F. PUTNAM, a witness produced in behalf of the defendant, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

DIRECT EXAMINATION (Cont.)

BY MR. LINDAS:

Q Mr. Putnam , just before lunch I had inquired of you concerning slides that occurred during construction of the Low Pass project. I had one further question. Was that all of the additional material that was placed in the embankment on this particular job?

A No, we daylighted two or three cuts--three cuts were daylighted, which is removing the lower portion of the cut.

Q Could you use the diagram to explain to the jury what you mean?

A Yes. (Indicating diagram) In this instance right here, for example, if this portion isn't too excessive, we will many times extend our grade line out in what we call daylighting the cut. We would remove this portion to assist in any slight borrow or anything like that.

(Witness resuming stand.)

Q Now in the final computation of the earthwork, do your measurements include everything placed in embankment, k-41 including the random fill?

A Yes, they do.

MR. LINDAS: I will ask that these be marked for identification, your Honor.

(The documents, so offered, being Cross Section Notes for Low Pass Section, were thereupon marked for identification DEFENDANT'S EXHIBITS AB and AC.)

Q (By Mr. Lindas) Mr. Putnam, I now hand you Defendant's Exhibit AC for identification, and ask you what that is, sir.

A This is the main section, cross section notes for the Low Pass Section of the Siuslaw Highway.

Q That includes the cross sections of what, sir?

A It includes the excavation cross sections and the embankment cross sections of the main roadbed, as they were remeasured.

Q I now hand you Defendant's Exhibit AB for identification and ask you what that is.

A This is Book 4, Miscellaneous Notes. This book includes all the miscellaneous excavation and embankment which would not be included in the roadbed sections.

Q Now is the information contained in Defendant's Exhibit AA taken from--

MR. BIGGS: (Interposing) Excuse me--I didn't understand k-42 your last question. Did he say that the Exhibit AB was a miscellaneous excavation not in embankment or now in embankment? I didn't understand the answer.

Q Which did you say, sir?

A I said miscellaneous excavation and embankment.

MR. BIGGS: And "not"?

A Yes. Not in the roadbed sections.

Q (By Mr. Lindas) Is the information contained in Defendant's Exhibit AA the information that was transferred from the field notes, Defendant's Exhibits AB and AC?

A Yes, it is. We use these notes to get our areas, and the areas are transferred to the particular figure in our volumes and mass diagram ordinants.

MR. LINDAS: Thank you. We offer in evidence Defendant's Exhibits AA, AB and AC, your Honor.

MR. BIGGS: May I ask a question or two of the witness at this point, if the Court please?

THE COURT: Yes.

MR. BIGGS: Mr. Putnam, does Exhibit AC, cross section notes of the main roadbed, as they were remeasured, include just what points of measurement--do they show the points of measurement?

A Yes, they showed the actual elevation and distances from the center line.

MR. BIGGS: That is every elevation you took out there, and x-43 from what point you made the measurements in attempting to determine the volume of embankment, as the job was completed, and that is shown in Exhibit AC? Is that correct?

A Well, I forget the numbers--

MR. BIGGS: Well, Exhibit AC, field notes, book 1, Main Cross Section Notes.

A That's right.

MR. BIGGS: And these have to do with the remeasurement of the fills--that is the embankments as the job was completed?

A Yes.

MR. BIGGS: And they show how you made those measurements?

A Well, they don't show what methods we used.

MR. BIGGS: But the points you measured from?

A Yes, the points we used on the ground.

MR. BIGGS: Yes. We have no objection at this point, your Honor.

THE COURT: Very well, will you hand them to the reporter, and they will be marked admitted in evidence.

(The documents, so offered and received, having been previously marked for identification, were thereupon further marked as admitted in evidence as DEFENDANT'S EXHIBITS AA, AB and AC.)

k-44

MR. BIGGS: May I ask a few questions, your Honor?

THE COURT: Yes.

MR. BIGGS: Mr. Putnam, did you make the measurements yourself or was that an engineer working under you?

A It was done under my supervision.

MR. BIGGS: But not by you personally?

A Not by me personally, no.

MR. BIGGS: Were you there at the time?

A I was on the job several times when they were making their remeasure, yes.

MR. BIGGS: Was it done according to your directions?

A Yes.

MR. BIGGS: By what engineer, please?

A Mr. Hoffman made the remeasurements.

MR. BIGGS: Is he still in the employ of the State Highway Department?

A Yes, sir, he is.

MR. BIGGS: Thank you.

Q (By Mr. Lindas) Now, Mr. Putnam, making reference to Defendant's Exhibits AA, AB and AC, could you at this time tell me how much yardage went into the widening of the fills on the entire Low Pass job?

MR. BIGGS: That is as shown by his notes?

MR. LINDAS: As shown by his notes, that is correct.

A As shown by our notes, yardages figured were 20,777.6.

k-45

That is in the roadbed itself.

Q Now do you--what do your notes reflect as to the amount of yardage that was placed in the random fill to the south of station 91?

A That is 17,509.4.

Q Now have we covered everything that has been measured by you--and placed in the field notes concerning the amounts of excavation for which Mr. McDougall was paid?

A As I recall, yes.

Q Now your reference to daylighting cuts and other slides, where would that show in your notes pertaining to the yardage placed there, from those slides and daylighting?

A It would be reflected in the additional areas when they were refigured, after the remeasurement.

Q And they are covered in these notes, sir?

A Yes, they are covered.

Q Now the result of taking cross sections of the completed job, including all the excavation that was placed in embankment or fills, what shrink or swell factor did you arrive at, based upon those notes and those measurements?

A We came up with a factor to--this is going to be a little misleading because it is applied to our embankment--of .99306461. That means that the material swelled approximately 7/1000, or 7/10 of 1 per cent. In other k-46 words, one yard of--let me get this straight. .993 yards of excavation material made one yard of embankment.

Q Now would you tell the jury, Mr. Putnam, whether or not during the progress of the work, reports are made concerning progress of that work.

A Yes, I made a weekly report, one copy going to the construction engineer and one copy to the Division Engineer.

Q You did that during the entire progress of this particular work?

A Yes.

Q Would you tell us, Mr. Putnam, if you know--and if you don't know, by making reference to the notes to refresh your memory--when drilling first started on the Low Pass Big Cut? That is drilling for blasting.

A To the best of my knowledge, it was in February; the first or second week of February of 1952--or 1953--I beg your pardon. On the week ending February 15, the contractor started two men drilling holes for blasting on the summit cut, on Friday.

Q For the next two or three weeks, would you make reference to the notes to see whether drilling and blasting had continued from that time on?

k-47

A Well, the next week they didn't work because of the rain. The next week, he started drilling again. And he was--the week ending March 8, he was pushing shot rock off the summit, so evidently he was still drilling then. Then still on the next week, March 22, no work. March 29, he was pushing material from the summit cut, so he was still drilling at that time. The same on the next week. It continues that way right on through.

end
P-7

C-8
A34

Q (By Mr. Lindas) And he started drilling. Then your first record of drilling is on February the 13th, '53, and in accordance with your testimony he was drilling and blasting from that time on?

A That's right.

Q Now, Mr. Putnam, at any time while you were on the job, did Mr. McDougall or any of his firm make a complaint to you as to the claim that is the subject of this action? At any time during the time that you were on the job was such a complaint made to you by any member of his organization?

A No.

MR. LINDAS: We have no further questions.

You may cross-examine.

CROSS EXAMINATION

BY MR. BIGGS:

Q Mr. Putnam, do I understand that you were out there on the job from the time the drilling and blasting started continuously?

A Yes.

Q Yes. So that you saw every layer of rock that came out of that cut, I presume, did you not?

A Nearly every layer, yes.

Q And it came out in about five-feet layers?

A No, it came out -- they drilled 20-foot holes, so they

A35 were taking out a 20-foot lift.

Q All right. I think I asked you once on your deposition and you answered "Yes," but it may have been misleading. I asked you if you saw every five-foot layer of rock that came out of that cut.

A Yes. I answered, "Yes" to that question.

Q You answered "Yes." Is that correct?

A I answered "Yes" to the question that I saw every five-foot layer of rock coming out of the cut.

Q Yes, and that is the fact, is it not?

A Yes.

Q So that you knew from the beginning, from the time they struck rock, you knew from there on down just exactly what the conditions were as they were developing. Is that correct?

A Yes.

Q And did you report those in any greater detail to your superiors than your weekly reports indicating when the drilling and blasting started and how it was carried on?

A We discussed the fact that he was having an awfully rough show, as we stated it.

Q You discussed that with your superiors?

A Just as a topic of conversation we talked over what he was hitting on the job.

Q Yes, I know, but the point is, was that with your superiors?

A36

A Yes.

Q Yes. And the superiors would be Mr. Edwards and whoever was his superior?

A Well, ----

Q With ----

A Excuse me.

Q Excuse me, sir. Mr. Edwards and who else?

A Well, Mr. Edwards was really -- of course, Mr. Morgan, who is his assistant, and Mr. Edwards were the only ones that I had discussions with at all.

Q Yes. But they were fully informed at all stages of the opening up of that cut what was being encountered in the cut, were they not?

A I believe so, yes.

Q Yes. Both from what you told them and from what they could observe on their frequent visits to the cut. Is that correct?

A That's correct.

Q How many lines actually were run, preliminary lines -- perhaps you would refer to them as such -- over this route before the center line was finally located and became your "L" line?

A We had one staked "P" line, and then the only other line which was staked was the located line.

Q Had there been other preliminary lines run?

A37 A There had been a reconnaissance made of the job.

Q No, but I mean, was there only one "P" line?

A We had the main "P" line which went from end to end of the job. We had some small stub lines off of that "P" line.

Q The only point I am getting at is, I think you said that the only thing that was staked on July 1st was the "L" line. Weren't the stakes there from the old preliminary lines yet?

A Yes.

Q There were many stakes there from the other lines?

A There were just the "P" line and the "L" line.

Q Yes. Now, in making your measurements, you spoke this 8 morning of a fill immediately to the west of the Big Cut that slid out, you said, if I understood you correctly. Was there a slide of the fill, itself, the new embankment, immediately to the west of the Big Fill?

A I don't recall making any testimony about a fill slide this morning.

Q Well, perhaps you didn't, but I will ask you if it isn't a fact -- was there a slide out of the fill to the west of the cut?

A Yes, we did have a fill slide just to the west of the cut.

Q And you brought in other material and put into embankment

38 at that point. Is that correct?

A Yes, we did.

Q Yes, sir. When you remeasured your embankments, did you include all of that spilled fill material that slid out of the original embankment?

A Well, in this particular instance we took the remeasured cross sections as a neat when the fill had originally been made, as though it were originally made. Then we measured the excavation which went into the slide to bring it back up to grade.

Q But when you got through measuring your embankment areas, or when you did measure your embankment areas, you did not measure as a part of the embankment that quantity of the material which was originally placed in embankment but which slid out of embankment, did you?

A Well, yes, we did, in that we gave the area, as it was constructed, and then we took the additional 4,000 yards which it took to bring the fill back up to grade, and handled that entirely separately, so that he was paid for the 4,000 yards of excavation as it came out, and then we said that that made four thousand and whatever yards of embankment in the same place, so that we have a double amount ----

Q So that you have 8,000 yards of excavation going in to make up 4,000 yards of embankment, haven't you?

39 A That is true, but ----

Q I am talking now only about embankment quantities, and we are not questioning your payments or the amounts that you did pay. We are not questioning that.

A Yes, I realize that.

Q I am asking that when you remeasured your re-cross-section embankment in order to find out what volume of material is presently in embankment if you included in that the quantity of material which had originally been in embankment but which had slid out of place.

A I would -- would it be all right if I read just what was down here?

Q Oh, certainly, if that gives you the answer to the question.

A "An additional 4,228.9 cubic yards was obtained here and used to bring fill, which slid out, back to grade. This material is not included in the mass." So that, in other words, we did not take that into consideration twice when we were figuring our factor.

Q That is what I am wondering about. I think maybe, so that the jury can follow,--it may not be worth making too much of a point about it -- to get my directions straight, here, this is to the west of the job, now, isn't it?

A Yes.

A40 Q What?

A Yes, that's right.

Q Yes. There was a fill just west of the Big Cut that slid out and spilled all around there, -- the picture showing it?

A Yes.

Q And that material was not included when you remeasured your fill area?

A That material, itself, was not included.

Q That's what I wanted to know.

Would you do me the favor, Mr. Putnam, of coming down to the blackboard and drawing -- does counsel care anything about this information here (indicating)?

MR. LINDAS: No, you may take that off.

You may write on that paper, if you want to.

MR. BIGGS: Well, I thought maybe, not to confuse the testimony,---

MR. PETERSON: Don't you want the testimony in juxtaposition, counsel?

MR. BIGGS: I beg your pardon? You will have to spread your words out more. I thought we were through with the big words after the geologist.

(Further colloquy between counsel off the record.)

Q (By Mr. Biggs) Now, would you just sketch out for me a cross section of the embankments as designed, Mr. Putnam? This doesn't need to be too much to scale, but just sketch

A40

Q What?

A Yes, that's right.

Q Yes. There was a fill just west of the Big Cut that slid out and spilled all around there, -- the picture showing it?

A Yes.

Q And that material was not included when you remeasured your fill area?

A That material, itself, was not included.

Q That's what I wanted to know.

Would you do me the favor, Mr. Putnam, of coming down to the blackboard and drawing -- does counsel care anything about this information here (indicating)?

MR. LINDAS: No, you may take that off.

You may write on that paper, if you want to.

MR. BIGGS: Well, I thought maybe, not to confuse the testimony,---

MR. PETERSON: Don't you want the testimony in juxtaposition, counsel?

MR. BIGGS: I beg your pardon? You will have to spread your words out more. I thought we were through with the big words after the geologist.

(Further colloquy between counsel off the record.)

Q (By Mr. Biggs) Now, would you just sketch out for me a cross section of the embankments as designed, Mr. Putnam? This doesn't need to be too much to scale, but just sketch

A41

out for me.

A Well, there is the sidehill (sketching).

Q Yes.

A And then a hill (sketching) ----

Q That is an extreme one, isn't it?

A That is the type of embankment that we had on the easterly side of the job.

Q All right. Now, would you just indicate the shoulders, there, by dropping your line down just a little bit to represent the thickness of it?

A Do you mean like that (drawing)?

Q What I was going to have you do was to show that the pavement drops off just a little bit, and then have the line run out to distinguish your pavement.

A I see. In other words, this would be our pavement here (drawing).

Q That's right. All right, sir. Now, what is this point down here at the end of the triangle?

A This is the toe of the slope.

Q That is the toe of the slope?

A Yes.

Q And when your embankment was originally staked and the contractor was told to go in and fill that embankment, were stakes actually placed at the toe of the slope?

A Yes, there was actually a stake here (indicating).

A42

Q And was there some other permanent record made of the location of that slope in your notes so it could be located at a different time?

A Then we placed a reference point 10, 15 -- whatever distance behind it to be safe.

Q A reference point?

A To this point here (indicating).

Q By a stake or just by a measurement that you would record?

A No, we put another stake in the ground, ----

Q I see.

A -- and marked it as a reference point with the cut and/or the fill.

Q Then when the contractor comes in and pours the material on here, it follows -- builds the slopes by just following down the side?

A No, no; it doesn't.

Q All right.

A (Continuing) He is required to bring up his fill in lifts.

Q In lifts?

A So that he would have it like so (indicating).

Q All right. Now, when you get extra width of shoulders -- and what were the measurements, here, if your notes will show?

A You mean the actual?

A43

Q Yes.

A I believe it is 25 feet to a side.

Q That is as designed?

A That is in the Big Cut. It is 25 feet to the side.

Q Well, on the east embankment just to the east of that?

A Do you want something definite?

Q Yes, sir.

A We had -- at that point we had 15 feet on the right.

Q Now, you are talking about measurement of the embankment as completed?

A No, as designed.

Q As designed. From shoulder to shoulder as designed it was what?

A Fifteen feet, which -- we are looking at this backwards. It was 15 feet over here, and the 25 feet was ----

Q It was designed for 25 feet ----

A On the uphill.

Q -- south of the center line, and 15 feet north of the center line out to the shoulders?

A Reverse that, then. It is confusing, because of the way the line ran. It is kind of backwards. Now it's correct (erasing and drawing). Fifteen feet was to the south and the 25 feet was to the north.

Q All right. Now, when you went out to resection the fills, tell me just what measurements your engineers took.

A44 A Well, in this instance, on this station, we had an additional ----

Q Which station are you talking about?

A I am talking about Station 88 plus 00.

Q That is just to the east of the Big Cut?

A Yes.

Q All right.

A (Continuing) On that station we had a distance of 25 feet.

Q Twenty-five feet from what?

A From the center line.

Q All right. Ten feet out beyond the shoulders as originally designed. Is that correct?

A That's correct.

Q All right. And was that measured, then, from the center line out to the edge of the shoulders as they were constructed and beyond as they were designed? Is that correct?

A That's correct.

Q All right. Then what was the next measurement that was taken, if you please, -- between what points?

9 A Then our next measurement was down at the toe of the slopes.

Q Well, now, what did you measure at the toe of the slopes?

A We came in -- where we had these large 10-foot overlaps, we would come in from our reference point to the toe of

A45 the actual slope.

Q So that, in other words, your next point of measuring was to go back to where the original toe stake was set?

A That is correct.

Q It may have been knocked out by the fill or the contractor or something?

A No, no.

Q But from your reference point you would relocate the location of the original toe stake. Is that correct?

A No, no. That isn't correct. We would -- where we have 10 feet of additional lapping, as it was dumped off the top on our additional lapping, with the type of material and the blockiness of it, it would undoubtedly stand a little steeper than 1-1/2 to 1, because of the keying in of the rocks on this slope. We would come down to our reference point, which was behind, which gave us an elevation and a distance from the center line -- we would come in and remeasure this point (indicating).

Q Well, when you say "this point," you are talking about your original toe stakes?

A No, I am talking about the new toe stakes.

Q What was the purpose, then, of going back to the reference point?

A The reference point? Mainly this point is one hundred and some feet down. Where we had come off here we did

A46

not have the altitude to come down, and we figured that our elevation on our reference point would be closer than to peg down over these rough slopes to establish a new elevation.

Q Well, then, what you tried to do was to measure from the edge of the slope up here down to some point?

A Yes, that was what we did.

Q All right. Now, what is the point, again?

A This new point is the new toe of the slope.

Q And what would that be -- what distance would that be out from the original toe stakes?

A Well, it would vary according to where ----

Q Did you take actual measurements of it?

MR. PETERSON: Let him finish his answer.

MR. BIGGS: I am not trying to interrupt him. I was just trying to get along.

Q (By Mr. Biggs) Did you actually measure from the original location of the toe stakes to the edge of the new toe?

A No. It is just like you said. This was unavailable any more. We couldn't get back to that point.

Q You couldn't relocate that from your reference point that you had first measured out here?

A Not to elevation. We could relocate it as to distance, but we couldn't relocate it to elevation.

Q I see. Then the measurements were from the center line out to the width of the shoulder in actual measurement?

A That's right.

Q And then an elevation measurement from the width of the shoulder down to the toe of the slope, as you could locate the toe of the slope. Is that correct?

A Basically, yes.

Q All right. And then did you re-cross-section that area?

A The area from the shoulder to the toe was not. It was observed to see whether it was fairly uniform or not.

Q But was not, in fact, measured?

A But it was not, in fact, measured, ----

Q I see.

A -- unless there was something definitely far out of line. We figured that they would balance out, which they do.

Q Now, you mean by "balance out," just what, Mr. Putnam?

A That the holes would balance out the humps.

Q So that it would be a fairly uniform line and would be a steeper line than the original slope line. Is that correct?

A That is true.

Q The original slope line was 1-1/2 to 1?

A Yes, sir.

Q And the new slope line was steeper than that -- 1 to 1?

A No, no. The new slope line would probably come out very nearly 1-1/4 to 1.

A48

Q 1-1/4 to 1. Now, you have all of that information in your notes?

A All of the remeasurements, yes.

Q Thank you very much, Mr. Putnam. At what intervals did you measure widths of the shoulders, Mr. Putnam?

A Every 50 feet.

Q Every 50 feet from the beginning of the project to the end of the project?

A Yes, and I would have to add to that that any place where we took an additional stationing -- in other words, we remeasured just as we had in our original notes the stations that we had in our original notes, which never exceeded 50 feet.

Q I see. And you came up with a figure of 20,777 extra yards of embankment?

A I believe that's correct.

Q Exclusive of the material that had slid out of the fill?

A Yes.

Q But including the random fill?

A No.

Q But you don't include the random fill?

A No, that isn't included -- the random fill.

Q But the random fill was made with excavation materials, was it not?

A Well, now, just -- maybe I misunderstood you. Now, I

A49 thought that you asked me if that 20,000 yards included the random fill.

Q Yes, sir. Does it?

A No, the 20,000 doesn't.

Q It does not. I see. That is to be added to the 20,000. Is that right?

A That's correct.

Q So that would give you 37,000?

A Yes.

Q Or about 38,000?

A Yes.

Q And is that the total excess yardage that you figured over what the original plans called for in embankment?

A We had benches on the job which required additional embankment. It wasn't much, because the excavation out of the benches was included in the fills, but it would affect it somewhat, because it would take ----

Q Were they included?

A Yes.

Q How much did they amount to?

A Oh, less than 1,000 yards.

Q I see. What was your total, everything that you measured, to be included in embankment? What was that total figure, Mr. Putnam?

A 769,747.5.

A50 Q Seven hundred sixty-nine -- what is it again?

A -- seven hundred forty-seven point five.

Q Yes, sir. And what was your excavation?

A The total excavation used in the mass was 764,409.

Q So that your excavation is 764,000, and your embankment is 769,000, showing a swell of how much?

A Of .7 per cent.

Q Over unity, over 1 to 1?

A Yes.

Q Mr. Putnam, it would be of significance to a contractor who was looking at the engineering as reflected by the design to know whether it showed a shrink or a swell factor, would it not?

A Well, the contractor would have to answer that, sir. I am afraid I couldn't.

Q Yes. But that, to an engineer, would do that, would it not?

A Well, yes; I think it would.

Q Whether a contractor relied upon it or not, when designs show shrink or swell to that extent, they do reflect the judgment of the designing engineer as to the type of materials that are being dealt with. Isn't that correct?

A Yes.

Q I have here a note from your deposition, and I am not

A51

sure how you arrived at that figure, that on your final measurements you had roughly 57,000 more cubic yards ----

MR. PETERSON: What page are you reading from, counsel?

MR. BIGGS: Pages 77 and 78, in my note.

MR. PETERSON: Do you have your deposition up there, sir?

A Yes.

Q (By Mr. Biggs) It is at the bottom of the page. I just call your attention to it, Mr. Putnam.

A That is a misunderstanding on that. We were talking about the items on the bottom of our weekly reports. Is that correct?

Q It could very well be. I thought you could explain it, perhaps.

A And you were comparing the excavation, as we on our weekly reports compare the excavation and the embankments of the original plans against the final quantity?

Q Yes.

A And in this instance ----

Q One figure, Mr. Putnam, was 769,747, being the excavation quantity. Is that correct?

A No, that is the embankment quantity.

Q Embankment quantity, I mean?

A That was the embankment quantity on the final plan.

Q Yes.

A (Continuing) The embankment quantity on the original

A52

plans was 712,504.

Q That's right.

A (Continuing) Showing the difference between the original and the final of your 57,000 yards.

Q That's correct.

A (Continuing) While the final, the excavation, was 771,000, and the embankment was 769,000, showing only 2,000 yards difference.

Q Yes. Where these fills, or slides, occurred on the old highway, the contractor had to make detours around them, did he not?

A Yes, he did.

Q Yes. In three different places, I believe you stated?

A Yes.

Q And at Station 50 -- that is, at a point on the old highway just above Station 50 on the new highway -- there was a considerable slide there, was there not?

A Yes.

Q The contractor was asked to make a new road by excavating the existing embankment on the old highway so that he could put a road through there. Is that correct?

A Existing excavation.

Q Excavation, I mean. Yes, sir. And that was of sandstone and shale materials, was it not?

A Yes, it was.

A53

Q And that was all taken out by him without any drilling or blasting. Isn't that correct?

A Yes.

Q It was material very comparable to the material in the cut face of the old highway immediately opposite the summit cut. Isn't that correct?

A It was a very weathered state of sandstone.

Q Well, it was the same that you saw on the faces of the old cut. Isn't that correct?

A Very similar.

Q And when the contractor was excavating the new highway, the west section of the new highway, through the deeper cuts, he actually went to points below the grade of the Big Cut without encountering any rock at all, did he not?

A I don't quite follow you, counsel.

Q I think the profile, here, will help make it clear. This is the west end of the project here. It is a very simple profile.

A Yes.

Q When the contractor was excavating through these cuts here to the west, he went at points down below the elevation of the Big Cut without ever encountering any rock in these excavations, did he not?

A At Station 51 he encountered rock.

A54 Q Yes. The first time he got rock was at the base of the deepest cut -- is that 51? 51. Isn't that correct?

A That is the -- he encountered rock at 51. He also encountered rock at Station 72.

Q Now, let's see. Where is 72?

A Just this side of the summit.

Q 72. I think that is the one that I was talking about, -- in here (indicating). Is that correct?

A He encountered rock there.

Q Now, wait a minute, here. 72. That looks as if it is right over a ----

A Well, I may be off a station.

Q -- an embankment. It is this cut here?

A That cut. He encountered rock on that one, and then he encountered rock on Station 51.

Q Now, 51 we have already pointed out?

A Yes, that was the slide.

Q Yes. And which one was it that he did any shooting at?

A He shot on the one on the station near the top, Station 72, I thought it was. 11

Q It was this one right here (indicating)?

A Yes.

Q And he was at that point at an elevation below the test hole in the Big Cut, wasn't he?

A Yes, he was.

A55 Q And it went down 160 feet, didn't it?

A Yes.

Q And that was a relatively small quantity of rock? I think the testimony was 3,000 yards. Is that about what you think?

A Well, those figures are available; yes.

MR. BIGGS: You may cross-examine.

(Discussion off the record.)

MR. BIGGS: Just a minute.

Q (By Mr. Biggs) Those cross section notes include nothing for subsidence, do they, Mr. Putnam, -- the ones you are referring to?

A No, they do not.

Q There would be some subsidence on that?

A Yes, there probably would be a little. After the job had been finished and I was checking through our notes, I found out that no camber had been allowed in our cross culverts. By "camber," I mean that there was no lifting of the pipe through the center so that with any eventual sinking it would come on a straight line, so I went through the entire project to check on our pipes to see if we had any displacement which would give us -- possibly give us trouble, and on all of the pipes I was able to see light through them, so there couldn't have been very much subsidence.

A56 Q They are still draining out there?

A Yes.

Q Those are tubular pipes, are they not?

A Yes.

Q And they are set in gravel foundation?

A No, they are set in foundation that is ----

Q Just the foundation, itself?

A -- that is found at the bottoms of the fills.

Q That was out in the area where the extra drainage work was being done?

A Oh, I am talking about the whole project.

Q Oh, the whole project?

A Yes.

Q I see. That is the culverts you are speaking about rather than the drainage area -- perforated?

A No, I am talking of the cross culverts that would take the water from the canyons through our fill out beyond.

MR. BIGGS: Oh, I see. I see what you mean. Yes, sir. That's all.

MR. LINDAS: Just one question, Mr. Putnam.

REDIRECT EXAMINATION

BY MR. LINDAS:

Q In measuring the completed fills and the yardage that were placed in the random fill, in arriving at your shrink or swell factor, do you include the entire

A67

embankment -- that would be the embankment as planned and the widening that may have been done?

A Yes, we do.

Q And so every bit of material is included in this measure to determine shrink or swell?

A Yes.

MR. LINDAS: We have no further questions.

MR. BIGGS: May I have just one second, your Honor?

RECROSS EXAMINATION

BY MR. BIGGS:

Q Have you rechecked your notes since you gave your deposition, Mr. Putnam, -- your cross section notes?

A No, I haven't.

Q I understood in your deposition -- and you may look at page 35, if you would like to,-- that you took your measurements from the edge of the shoulder to the toe stakes, or the slope stakes.

A Yes, that's correct. In other words, if the toe stake was still there we would measure from it. If it wasn't there, we would go back to our reference point and come in from that.

Q Instead of actually trying to measure from the toe of the slope?

A That is true, yes.

MR. BIGGS: All right. That's all.

A58

MR. LINDAS: That's all.

(Witness excused.)

MR. LINDAS: Call Mr. H. G. Smith, please.

H. G. SMITH was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Smith, will you speak loudly enough so that all of us can hear you, and tell us what your name is, please?

A H. G. Smith.

Q And what is your occupation, sir?

A I am retired now. Prior to the 1st of November I was construction engineer for the Oregon State Highway Department.

Q Now, Mr. Smith, when did you first join the Oregon State Highway Department?

A I joined in July, 1919.

Q And will you tell the jury a little of your background that you have had with the Department with respect to the various positions you have held?

A 1919 to 1925 I was a resident engineer in Eastern Oregon. From 1925 to 1932 I was Division Engineer at LaGrande, A59 Oregon, in charge of what is now Division 5, -- practically all of Eastern Oregon. When Mr. Baldock was appointed State Highway Engineer, he established a staff system and brought me to Salem, and I was the staff engineer in charge of construction, commonly called the Construction Engineer.

Q And you had remained a construction engineer from that time on, did you, sir?

A That's right. I had charge of the location and all the construction except bridges, -- supervisory charge of it.

Q Now, just relate briefly to the jury your duties as a construction engineer.

A The duties of a construction engineer are to coordinate the work of the various divisions, to see that they are following the standards established, to advise them. I have in my office a Chief Locating Engineer on the railroads, one on urban roads, a number of geologists, soils engineers, cost analysts, and they all assist the division engineers, furnish them information, study designs, various schemes, and advise the Chief Engineer and the Deputy Chief Engineer on all matters pertaining to the work. Mr. Baldock used to describe the staff as his eyes and ears.

Q Now, Mr. Smith, are you acquainted with the Low Pass project, the subject of this action?

A60

A I am.

Q Could you tell us whether the Department has any particular standards or policy with respect to slopes in cuts comprising the same type of material that is found in the Low Pass area?

A It was the policy of the Department to make deep cuts on flat slopes, -- at least 1 to 1. Now, this was in the early days of the Department, up to about 1935. We made a number of locations involving tunnels, and it became increasingly apparent that tunnels were a serious deterrent to traffic, so we decided to open-cut these tunnels, and after considerable study we felt that we could make cuts as deep as 200 feet, whereas before on both highways and railroads they rarely -- they would tunnel after the cut got about 65 feet, so we started to revise the plans.

The first jobs were on the Wilson River Highway, where we eliminated two tunnels. Another one was on Bolon Island between Reedsport and Florence, where we eliminated a tunnel, and in all cases that I can remember except where possibly there was an old cut in the highway, which indicated very sound rock -- in that case we may have used steeper slopes, but in all other cases we used 1 to 1 slopes, or even on the Wilson River Highway we used a 1-1/2 to 1 slope on the tunnel elimination.

A61

Q Would you tell the jury why such a standard was adopted for the laying of slopes on 1 to 1 in sandstone and shale of the type that was found in the Low Pass area?

A Well, because we felt that the rolling and raveling rocks on steep slopes would be dangerous rolling from such high elevations, and it was our experience that we could hold the slopes better on flat slopes. They could be planted and landscaped, and other means taken to prevent the rocks from rolling if the slopes were flat.

Q Are you acquainted with the area just south of Oregon City?

A Yes, I am.

Q On Highway 99?

A Yes, I am.

Q Would you tell the jury if the type of rock that is apparent at that site is similar to the rock that is in the Low Pass area?

A No, that is a cliff of very sound basalt rock, unusually sound. There was an old cut there for many years, and it was widened possibly ten years ago when we rebuilt the highway there, and it was widened by working from a face, and great care taken that no rocks were displaced or loosened. It is probably the soundest piece of rock in the state.

Q Now, Mr. Smith, you were Construction Engineer, then, I

A62 presume, during the time this project was being constructed.

A That's right.

Q Could you tell the jury, if you know, whether or not you were ever advised of the claim that is the subject of this action?

A No, not prior to that letter we received on August the 5th.

Q Had you been on the project, yourself, prior to that time?

12 A Yes, I was on the project on August the 5th to inspect the material which they were trying to arrange a price on to increase the thickness of surfacing. At that time when I visited the project, Mr. McGary, who was General Superintendent, and Mr. Miller, the Superintendent, were on the job. We discussed the difficulty of placing more surfacing, and then Mr. McGary explained to me that if it was possible to put a bench in the slope and steepen up the lower part of the cut, the contractor could save a material amount of money on the drilling. He dwelt at great length on the cost of drilling short holes on a 1 to 1 slope. He explained this bench could be put in and the slope steepened up, and the drilling would be materially cheapened, but I can't recall a single thing which indicated that they contemplated filing a claim. That was on the 5th, but after I got home the next Monday I found that they had filed this letter, or

A63 I had a letter from Mr. Edwards in which he advised they were filing one for some reason.

Q How long have you been acquainted with the area through which this road goes, Mr. Smith?

A Oh, ever since I have been in Salem in 1932. In 1940 we did a little work on that old road there to make it safer for trucks by reducing the super elevation on the outside and widening it a little.

MR. LINDAS: I had another line of questioning I wanted to go into, if the Court please. Is this the usual recess time?

THE COURT: Yes, Mr. Lindas.

Mr. Smith, you may step down from the witness stand.

Ladies and gentlemen of the jury, you may retire to the jury room for a recess.

(Recess)

End
C-8

P-9
k-48

Q (By Mr. Lindas) Just before the recess, Mr. Smith, I think you had been talking about your familiarity with the Siuslaw Highway, and I have forgotten what your answer was to that, sir.

A Yes, I was familiar with it.

Q For how many years have you been familiar with it?

A Well, since 1932.

Q Are you generally familiar with the other roads from the Valley to the Coast, in Oregon here? In the Coast Range?

A Yes, all of them were located in construction under my supervision, since 1932.

Q As a result of your knowledge of that area, do you have an opinion of the type of material that would likely be encountered in the Coast Range in this area?

A Yes, I have.

Q What is that opinion?

A Well, my opinion was that they would encounter sandstones and shales. Various forms of shales.

Q Do you have an opinion from your observation of the material in the summit cut on the old road whether or not a prudent contractor should assume that it would remain in the same state of decomposition as it went down into the earth?

MR. BIGGS: I think, if the Court please, that is argumentative.

k-49

THE COURT: I will--

MR. BIGGS: Also it is highly leading and suggestive, if the Court please.

THE COURT: On that ground, I will sustain your objection.

Q (By Mr. Lindas) Based on your knowledge and experience in the coastal area, and particularly at the site of the Low Pass project, do you have an opinion whether or not the decomposed sandstones and shales on the summit cut of the old road would remain the same as they penetrated down within the earth?

MR. BIGGS: If the Court please, I object to that on the same ground.

THE COURT: Sustain your objection.

Q (By Mr. Lindas) Are you familiar with the operations of contractors, Mr. Smith?

A On this cut?

Q No, in connection with your duties over the past years.

A Certainly.

Q You are acquainted with the various types of methods used by contractors over the years?

A Yes.

Q Are you familiar also with the manner in which they examine areas and submit bids and make estimates of bids?

A Yes, I am.

Q Do you have an opinion whether a reasonable and prudent

k-50

contractor, having viewed this site prior to estimating a bid, should assume or should anticipate the type of material likely to be encountered within the Big Cut?

A Your question is just not clear to me.

MR. LINDAS: Would you read the question, please.

(Question read.)

Q (By Mr. Lindas) I could phrase it this way. Do you have an opinion if a reasonable and prudent contractor, having examined this site prior to its opening, and having observed the summit cut on the old road and having observed the type of hogback through which the road would go--would you then have an opinion whether a reasonable and prudent contractor would anticipate the type of material likely to be encountered in the Big Cut?

A Yes, I think everyone would form an opinion as to what the material would be.

Q In your opinion what type of material should a reasonable and prudent contractor, having viewed these various things, anticipate when the Big Cut was opened?

A I should think any prudent contractor should have anticipated that the cut would have grown harder with depth, and would soon get considerably harder.

Q Now, Mr. Smith, from your knowledge and experience in your particular field, would you be able to tell, or do you have an opinion, whether a variation in a shrink or swell factor in the amount of 6 or 6½ per cent would be large or small? That is a variation from the selected factor and the final factor.

A That is a small variation for material found in the coastal areas.

Q Why do you say that, sir?

A Because we have analyzed all the cuts repeatedly and tried to get it down finer, but we just can't get an exact determination, or anywhere near an exact determination. Some shale cuts that are very soft will swell, and some others that are very hard will shrink. There is no rhyme nor reason to the swell or shrinkage of that material.

Q Now, Mr. Smith, what does "A.G.C." stand for in connection with the contracting business?

A Associated General Contractors.

Q And what type of organization is that?

A Well, that is a national organization of contractors that have offices in all the principal cities, and are divided into districts, of which Portland is one.

Q Will you tell the jury whether or not annual meetings are held with the Association of General Contractors and the State Highway Department?

A We have an annual meeting to discuss specifications and various complaints of the contractors.

K-52 Q Is the matter of the Department's policy and standards discussed at those various meetings?

A They would be, yes.

Q Do you know whether Mr. McDougall, the plaintiff in this case, is a member of the Association of General Contractors?

A Yes, I think he has been a director at various times, and I believe he was the president.

MR. BIGGS: Let the record show that we admit that he was.

Q (By Mr. Lindas) Now with regard to the selection of a factor of shrink or swell before letting of a job, Mr. Smith, would you tell the jury what consideration is given in the selection of that factor.

A Well, it is determined by the best judgment of the various engineers, comparing the terrain with other situations, and there is usually a liberal allowance made for an adequate width on the fills. It is quite customary to build fills somewhat in excess of the technical requirement.

I remember that on the Union Pacific Railroad, they used to require them to put in additional widening of 5 per cent of the height on each side. The Northern Pacific at one time required 1½ per cent. In this case, 5 per cent, you would widen the fills two feet on each side, and 1½ per cent would widen them three feet on

k-53

each side. That is a general practice over-all.

Q Do you--

A (Continuing) It isn't figured in the cross section, it is done by making a liberal interpretation of the shrinkage so you have some leeway for the widening of shoulders.

Q Is the widening of fills a usual or an unusual thing in the construction of highways?

A I think practically all the fills are wider than the specifications call for.

Q During the construction of the project on the Low Pass, Mr. Smith, I think you stated that at that time you were construction engineer, and the office of cost analyst was under your supervision?

A That's right.

Q Will you tell the jury whether or not at any time you ever directed Mr. Ed Clymer to negotiate a settlement on the claim, the subject of this action, with him.

A No, I think--that word "negotiate" is a very severe word. I don't think Mr. Clymer or I were ever trusted with negotiations of claims. I think that is only the prerogative of the State Highway Engineer or the Deputy. Mr. Clymer or I could get information leading to the adjudication of claims, and Mr. Clymer very frequently got the preliminary data on the cost involved in the price agreements, or something like that, but to k-54 adjudicate a claim--he didn't have authority to assign anyone or to do anything like that. As I stated before, I didn't know there was any claim coming up until after the 5th of August, so I couldn't assign him to study the claim.

Q There is testimony in this case that he was up there on July 24th as a result of your instructions. Did you in fact send him up there on the 24th of July, Mr. Smith?

A That's right, he went up to see if he could negotiate for placing some additional surfacing on the road.

Q Would you just briefly tell us the reason he was sent up on that occasion?

A We were then, and all the other states, about that time were greatly increasing the thickness of the surfacing, and Mr. Edwards got worried about the shallow surfacing we were using, which was in accordance with our past practice, and he sent in samples and it was determined under our new scheme of things that it wasn't adequate. He had been negotiating somewhat with Mr. McGary on a price, and couldn't reach a price that was fair so he asked me if Mr. Clymer could go up and see what he could do, and that is the only occasion that I can remember, that I authorized Mr. Clymer to go there.

MR. LINDAS: Thank you. You may cross-examine.

k-55

CROSS EXAMINATION

BY MR. BIGGS:

Q How long had Mr. Edwards been negotiating this matter with Mr. McGary before you asked Mr. Clymer to see what he could work out with Mr. McDougall?

A I think he had talked to him once possibly a week or two before this.

Q Do you know when Mr. Edwards first began to get worried about this thicker surfacing?

A No, I don't.

Q Would it be about the time you began to discuss the type of rock that was coming out of this cut, Mr. Smith?

A I have no idea.

Q You have no idea. It would be some time before he sent samples in to the State Department, for analysis, wouldn't it?

A I imagine it was when they completed the fill on the west side.

Q When would that be, in time, sir?

A I don't know. I have no idea.

Q Well, if they sent the materials in on the 1st of May, 1953, for analysis, he would have been thinking about it for some time prior to that, would he not?

A Yes, undoubtedly.

Q And would probably have discussed it with you, is that right?

k-56

A Possibly, although I don't remember it.

Q When did the states which you spoke about--you didn't name them, but when did the other states including Oregon begin to think about thickening the subsurface?

A Oh, there was the Maryland road test that had been reported, and I think the Idaho road test had been started.

Q That had been going on for a year or two or three?

A Yes. This was about the time we began to develop the formulas.

Q This was before the plans were prepared in this case, is that correct?

A No, the plans were prepared before.

Q When were the plans prepared in this case?

A Well, I think it was in July.

Q Of what year?

A It was 1951, if I remember right.

Q July of 1951?

A I am not sure whether it was 1951 or 1952.

Q Mr. Putnam testified that after he came on the job in January, 1952, the work was then only about half done and that he had the job under his direction after he went to work there; the plans were completed, as I recall, about June 1st or the middle of June, 1952. Now by that time certainly these tests you were talking k-57 about, that the other states had been conducting to determine the subsurfacing, had all been completed, had they not?

A No, the plans and specifications were prepared on our standard practice.

Q You were Mr. Edwards's immediate superior, were you?

A Yes.

Q And he reported to you?

A Yes.

Q So when the plans for this highway were completed, he would submit them to you for his cost estimates?

A Yes.

Q So you would be familiar at that time with the details of the project, the amount of materials coming out of the Big Cut, and of course the kinds of materials coming out of the Big Cut?

A That's right. Now I have a--

Q And from your long experience you knew that it was--

A --I have a cost department that gets this information and prepares the bids.

MR. PETERSON: Just a moment, please. I think he is entitled to complete his answer.

Q (By Mr. Biggs) I want you to answer the question--when he submitted those plans to you, you were familiar with the details of the project, were you? I have said

k-56

nothing about the costs yet.

A Well, reasonably familiar, yes.

Q And with the plans he submitted to you his estimates of what it would cost to do the excavation on that job?

A That's right.

Q And you approved that, didn't you?

A Well, I approved it after consulting the rest of my department.

Q Yes, and passed it on to your superior--and that was whom?

A The plans were handed to Mr. Probert, who was the office and design engineer.

Q With your recommendation and approval, is that right?

A Yes--well, they were to be reworked and specifications written in the Salem office. They bear my tentative approval, yes.

Q And the estimate Mr. Edwards had made of the cost of the project was also approved by you?

A Yes, subject to analysis by the cost department, prior to the letting.

Q And the estimate he made was 716,000-some odd dollars?

A Yes, that was tentatively approved.

Q You approved that?

A Tentatively but not finally.

Q Did you ever withdraw your recommendation?

k-59

A I don't know whether that is the estimate that went in for comparison of bids or not.

Q Do you know what the State's estimate was?

A No.

Q Did you ever change your mind about what the cost of the project would be until you actually knew what was in the Big Cut?

A Well, prior to the letting I would take Mr. Edwards' estimates, the estimate of the design department and whether they made any changes, and in this case, Mr. Clymer's estimate; we compare them all and make an estimate for comparison of bids, which is submitted to the Commission for letting.

Q And did you do that yourself?

A Yes, they are all submitted to me and discussed with Mr. Clymer before the final estimate is completed. Now I think all our estimates were reasonably close to Mr. Edwards' estimate.

Q Of $716,000.00?

A Yes, but I haven't compared them.

Q When you say reasonably close, what do you mean? Do you mean within five or six thousand dollars?

A That is my impression, but I haven't compared them.

Q Did I understand you to say any prudent contractor would not anticipate that the materials in the Big Cut would

k-60

be the same as the materials in the old cut, Mr. Smith? Is that what you said?

A I think any prudent contractor would figure that a ridge on the Coast Range would get much harder with depth. And the old cut was comparatively shallow.

Q Did you hear Mr. Edwards testify somewhat reluctantly and admit in court today that he thought the materials in the old cut would be found to be the same in the Big Cut?

MR. LINDAS: That is absolutely an incorrect statement, your Honor, and he didn't say it reluctantly; I object to that.

Q (By Mr. Biggs) Well, did you hear him say that?

A I thought he said the materials were of the same character as the materials in the old cut, sandstone, but I didn't understand him to say they wouldn't get harder and more firm. I don't believe he testified anything like that.

Q No, he didn't say that; he said there would only be very slight modifications as to the widths of the shale and sandstone. Do you think that was a prudent estimate then?

A Yes, I do.

Q You do?

A Yes.

Q Do you think that the estimate of costs was a prudent k-61 estimate too?

A Yes.

Q Have you ever made a study of the costs of the job that were actually encountered by Mr. McDougall, Mr. Smith?

A I have discussed it with Mr. Clymer, yes.

Q Mr. Clymer did make a study of those costs in his office, did he not?

A Yes.

Q He has never questioned the reasonableness of those costs, has he?

A Yes, I think he did.

Q He did?

A He didn't question the actual costs of the contractor but he questioned the procedure.

Q Mr. Clymer did?

A Yes

Q Was that made known to Mr. McDougall by anybody, to your knowledge?

A I have no idea. Not by me, no.

Q You have never made it known?

A No.

Q Were you ever advised by anybody in the Commission, from Mr. Baldock, his chief counsel in this case, or anybody else connected with it that they had questioned Mr. McDougall's costs at any time? That they advised

k-62

Mr. McDougall that they questioned his costs?

A I am not saying they questioned his costs.

Q Or that they questioned the reasonableness of his costs?

A Well, they questioned the method of his operation.

Q To him?

A I don't know. I don't think so.

Q Do you know that he submitted to them all of the costs in connection with his claim and invited them to tell him wherein the costs were unreasonable?

A No, I don't.

Q And that they refused to say there was anything questionable about his costs? Do you know that?

A No, I didn't.

Q You spoke about the planting of landscaping in the shallow cuts to prevent ravel. Is that a cut that you would plan to landscape, Mr. Smith?

A I think we would, yes. We have planted the same type of a cut as that.

Q What would you put on there?

A We got ferns and various other native shrubs that grow on cliffs on the Umpqua Highway.

Q You haven't started on that, yet, have you?

A No, we haven't.

Q Did I understand you to say, Mr. Smith, that in designing these highways you always figure you are going to widen

k-63

the embankment beyond what the plans called for, and therefore figure a shrink factor in your material so that when it actually swells out, you will have enough for that extra width? Is that a fair statement?

A I say we always allow plenty of leeway. We don't balance them close.

Q But you always figure you are going to need more material than the plans show, therefore you figure the shrink factor so that when the swell comes along, you won't need material?

A I think that is the case, and I think practically all fills are wider than the standard cross section cut is.

Q And that if a contractor in good faith relies on the shrink factor in determining what the designing engineers think the materials are, then he is actually just being foolish? Is that what you are--

A (Interrupting) I don't think the contractor is involved in the shrink factor.

Q But if one does rely on the shrink factor--

MR. LINDAS: Let him answer the question.

A I answered it. Go ahead.

Q (By Mr. Biggs) But if one does rely on it, then that is too bad--it doesn't say what it really means?

MR. PETERSON: Just a moment, please. That is getting into the field of contract interpretation, and is harassing k-64 the witness, if the Court please.

THE COURT: I will sustain the objection.

MR. BIGGS: If the Court please, I don't want to belabor the point, however, this is cross examination and all I want to do is find out if they don't mean by "shrink" what the plans actually showed the shrink to be, and I think I am entitled to a direct answer on that.

THE COURT: I have sustained the objection.

MR. BIGGS: Very well. I think that is all, Mr. Smith.

MR. LINDAS: That is all. Thank you, Mr. Smith.

(Witness excused.)

k-65 W. J. WILLIAMS, a witness produced in behalf of the defendant, having been previously sworn, testified as follows:

THE COURT: You have been sworn previously, Mr. Williams.

DIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Williams, you have already stated some of this into the record, but I would like for you to tell the jury a little of your background in the field of engineering, which is your occupation.

A Well, I started in some engineering work in about 1915, and then periodically after I finished high school and while attending college, and with railroads, but I was interrupted by the first World War. Then I entered the employ of the State Highway Commission in 1920, which is 36 years ago in March. I was a transitman for 4 years, a resident and locating engineer for [illegible] years, a division engineer for 15 years, which took up to 1947. Since 1947 to date, I have been in my present position as First Assistant Chief Highway Engineer, now called Deputy Highway Engineer.

Q There has been something said in this case, Mr. Williams, concerning cost estimates and so forth. I wonder if you would briefly tell the jury in the first instance how roads are programmed in so far as the securing of k-66 funds and the setting aside of funds with which to build them. What are the steps that are gone through?

A The first step of course is that the national Congress passes a road appropriation bill, and that is allocated to the several states by a formula. Oregon is advised that they have so much in federal funds at their disposal for new road construction. Taking that as a basis--we will say for a round figure that we have five million dollars to build primary highways. The Highway Commission then makes up a list of projects that they deem to be of the highest priority, the most needed. We then submit a program to the United States Bureau of Public Roads listing each job we are desirous of getting on the program, and giving at that time an estimate of the cost, which of course is based on experience and our knowledge of the terrain and et cetera, because a survey in many instances is not made; that is the estimate for the Bureau of Public Roads. Then upon approval of that, we are permitted to call bids for the contract letting.

Just before the contract letting, the opening of bids, usually about three or four weeks before, we prepare what is called the engineers' estimate for cost comparison of bids; that is only for the purpose of the Highway Commission in determining whether or not the bids may be excessive. There may be only one bidder on the job a[illegible] or not he was bid[illegible] that is for the Commission [illegible] much and what amount would justif[illegible] contract.

The other one is when the Bureau of Public Roads require a cost estimate at the time of contract letting.

Q Was that done in this case?

A Yes, sir. In this case there was a further estimate. The first estimate in this case--our first programming of this was in February. If you would like--if you need the exact date, I have it.

Q Well, just the year.

A Approximately February of 1952. A survey was completed along about June, 1952, and we found that the funds were insufficient, that our estimate was too low for the programming amount, which was $600,000 for the original program. We enlarged the project, putting in climbing lanes and four lanes over the summit, so we reprogrammed it and submitted it to the Bureau of Public Roads in June, 1952, in the amount of $790,000. Then of course we prepared subsequent to that the estimate for comparison of bids.

Q Now as I understand it, the Federal Government and the State governments participate in some ratio in the

k-6

Federal Aid projects like this, is that correct?

A Yes, sir. It is 62 per cent Federal and 38 per cent State.

Q Now in the event of claims during the progress of the work, will you state whether or not the Federal Government participates in that.

MR. BIGGS: What is that again?

A No.

MR. BIGGS: Just one moment, I object to that.

THE COURT: The reporter will read the question.

(Question read.)

MR. BIGGS: Yes, if the Court please, I object to that as being immaterial and irrelevant.

MR. LINDAS: They have seen fit in their case in chief to bring out--

MR. BIGGS: Well, all right, go ahead.

THE COURT: You may answer the question.

A The Federal Government will pay no part in any increase in the bid item price. For instance, if this job was bid at 45 cents per yard, the Federal Government will pay on that amount for what was excavated; it may have been more than the original amount but they will pay only the 45 cents of the original item and no more.

end
P-9

C-10
A04

Q (By Mr. Lindas) Now, I think you testified when you were called as an adverse witness the other day, Mr. Williams, that the federal government will not, or usually does not, approve the awarding of a contract where it is in excess of 10 per cent of the estimate.

A They usually do not.

Q And are there exceptions?

A Yes, sir.

Q Will you relate them, sir?

A I can relate probably to bring it quicker to the point a very recent one of about just a few months ago, in which we called for bids on a large project on U. S. 99 between Roseburg and Myrtle Creek. There were several very responsible contractors who bid on the job. They were all above our estimate. The low bid was slightly in excess of 10 per cent of our estimate. Now, we rely a great deal on the knowledge and the ability of a contractor to size up and bid a job, so in that case we determined that possibly we were in error. We went back and reviewed the work, studied it further, recommended to the Bureau of Public Roads that their estimate be raised and the award made, and that was done.

Now, that was one case; and certain times when we make a mistake and it is shown to us by responsible bidders, we go back and review it, and the government

A65 will then permit us to submit a revised estimate for comparison of bids and to make the award then.

Q Now, Mr. Williams, do you have an opinion based on your knowledge and experience in this field whether a variation between the selected factor of shrink or swell and the final factor of shrink or swell in the vicinity of 6 per cent would be a large or small variance?

A A very modest variance.

Q And on what do you base your estimate, sir?

A I base my estimate primarily on eight years of experience as resident and locating engineer and 15 years' experience as Division Engineer, and a search of the records for the past 20 years to determine what has been the results of the shrink and swell factor on the final computations as compared with the preliminary estimate.

Q Now, I will ask you, Mr. Williams, would you tell the jury the policy and the standards of the Oregon State Highway Department as to the selecting of 1 to 1 slopes in the coastal area and in sandstone or rock of like nature that is found in the Low Pass project?

A In the earlier days, money was scarce -- still is -- but we constructed in the most economical means possible to get a road open, and open to traffic. We constructed many, many highways on steep slopes -- some almost vertical. The result was that our maintenance costs

A66

became increasingly high by reason of the raveling of those flat, steep slopes, and would not stand, and the danger to the traveling public from ravels that might come down and slide out into the traveled portion of the roadway, and in 1934 we established a policy, and have adhered to it, of putting all slopes, in the coastal area, particularly, on at least 1 to 1 slopes where the materials, whatever their nature may be, would have an inclination to ravel or slack or disintegrate and break down when subjected to air, frost, et cetera.

Q Well, since that time, since the adoption of that standard, just in round figures, could you tell the jury how many roads in that particular area and in like material as in the Low Pass project have been constructed on 1 to 1 slopes?

A Hundreds. Hundreds of cuts. All cuts in the coastal area and the west of the Cascade Range unless they are composed of a hard granite or of a basalt that will not disintegrate or ravel or slough.

MR. LINDAS: May we have just a moment, your Honor?

THE COURT: Yes.

Q (By Mr. Lindas) Mr. Williams, would you explain to the jury what an unclassified excavation job is -- I might add as distinguished from a classified job?

A May I explain that in a way that I think is necessary to

A67 bring out properly? An unclassified job is one in which there is no classification made of the materials. In the olden days, jobs were so classified. They were classified as common, which is readily excavated material, intermediate, which might be conglomerate or hard-packed gravels, et cetera, and solid rock, which could not be loosened, ordinarily, without blasting.

For many years, the contractors refused to pay any attention to the classification, and would bid all three items the same price. They wanted to make their own determination of how much rock and dirt was in there. The Bureau of Public Roads was the first to adopt the unclassified excavation policy in so far as Oregon is concerned, and we followed suit many years ago -- probably 15 years -- oh, back even to '35 we began letting jobs unclassified, wherein the contractor would make his own determination of what was in that cut, -- that was one classification -- whether it was rock, dirt, sand, or what might be there.

MR. LINDAS: I think you may cross-examine.

CROSS EXAMINATION

BY MR. BIGGS:

Q Of course, the State makes its own determination, too, for cost purposes?

A No, not necessarily, sir.

A68 Q For cost purposes, cost estimates.

A Well, we make it in this way: We guess like a contractor. We don't drill. Sometimes we sink a shaft, a drill hole. Up until the last few years that was unheard of with us.

Q Well, with all the experience ----

A (Continuing) So we make a determination -- in other words, an assumption -- on the same basis as a contractor as to what we think is in the cut.

Q I didn't mean to cut you off, Mr. Williams. Go ahead.

A I was through, sir.

Q You have spent your lifetime and you have heard Mr. Smith, who preceded you, who spent his lifetime, and other gentlemen who have testified for the State who have spent years and years in this area doing nothing but building roads, encountering all kinds of conditions. Pretty soon you acquire some kind of idea about what those conditions are that you are going to be running into when you design a project. Isn't that right, Mr. Williams?

A Yes.

Q And you would employ a geologist, you maintain geological laboratories, you send people out over the ground looking for outcroppings for months on end before a cut is designed?

A69

13

A Not for that purpose. I think you misinterpret it. The main reason is to prevent slides, take corrective action against slides, and when they look for outcroppings they are looking for quarry rocks, or such as that. This geology department with us is very new. It is only in the last three or four years that they have had anything at all to do with making inspections of a project that is coming up for bidding.

Q From all that experience and information available to you, you attempt to make up genuine cost estimates reflecting your opinion of what a job is going to cost to build, don't you, Mr. Williams?

A Yes.

Q When I say "you," I am talking about your whole staff. Isn't that correct?

A Yes.

Q And in doing that you have to, necessarily, classify the materials in your own mind. Isn't that true?

A Well, we make an assumption of what we think is there.

Q Surely. You can't make an intelligent estimate on what an excavation is going to cost you until you make some judgment on what the materials are going to be. Isn't that correct?

A I don't think that is the whole answer. I think our ----

Q I am not asking if it is the whole answer.

A70 A Well, the answer to that is "No."

Q "No"?

A (Continuing) Because there is another angle now.

Q In making your cost estimate on excavation, it is immaterial to you, then, whether it is sand you are going to move or whether it is rock you are going to blast or whether it is other kinds of things you are going to rip or dig. Is that correct?

A On an unclassified basis, that is not our concern. That is the contractor's.

Q Yes, I understand, Mr. Williams, your argument and your position. I am asking you, when you attempt to advise your commission, the Commission of this state and the Bureau of Public Roads, what it is probably going to cost to construct a project, if you don't bring all of your experience and all of your information to bear on trying to figure out an honest estimate of the cost so that they won't be misled.

A Oh, of course. We try to give the best estimate ----

Q Can you make an honest estimate of costs without figuring in your own mind what kind of materials you think you are going to encounter? Can you or can't you?

A You are asking -- I still say, "No," because you don't allow me to answer you. You say "the cost." If you will let me say what the cost is going to be to a contractor,

471

I've got to know who that contractor is going to be, so I can't answer that question "Yes" or "No." We think, "What is the bid going to be?" We don't know what -- if we know what contractor is going to do it we possibly could come nearer the estimate. We don't know.

Q You don't make any effort to estimate what the real cost of the project is going to be?

A We can only estimate it on what the bid will be.

Q Now, in other words, the bid has no relationship to the cost; you don't recognize any relationship between contractors' bids and actual costs?

A Conditions can change overnight. Yesterday a contractor -- it may cost him a dollar to move that rock. The next year he's got modern equipment and he moves it for 50 cents. I can't answer that question, sir.

Q Do you report to your commission ----

A That the bid is going to be so much.

Q -- that you are talking about a particular project out here and you would like to get it approved, and the Commission, I presume, wants to know, "What is that going to cost?" I presume with all of the information that you folks have available to you you would want to tell the Commission honestly what you think that is going to cost?

A What we think it is going to bid.

472

Q All right. Then you never figure anything but what you think youcan induce a contractor to bid it for?

A We don't induce them.

Q No, you don't induce them, but if you can show a shrink factor on your plans that you don't anticipate will actually be a true shrink factor, but will allow for fill because you might want to widen embankments later, you will do that if some contractor will rely upon that in making his estimate?

A No, that is not true at all.

Q That is not true at all. You said the other day when you were on the stand, Mr. Williams, that you did make both an estimate for comparison of bid purposes, which was based upon what you thought a contractor would bid, and then you also made another estimate which reflected what you thought the actual project would cost.

A I don't recall any such testimony.

Q You don't recall it?

A No, sir.

Q And I asked you ----

MR. PETERSON: If counsel has the transcript, would he find that testimony? That last question -- I move that it be stricken. It is unfair.

MR. BIGGS: You may redirect. You may redirect. There is plenty of time for that.

A73

THE COURT: Pardon me just a moment. If you are trying, Mr. Biggs, to quote the previous testimony given by this witness, that is one thing. I mean if it is in the transcript, your recollection ----

MR. BIGGS: Yes. I don't turn immediately to it in the transcript. If I am wrong the witness may say that, and I will turn to what is in the transcript to correct him if he is mistaken on it. That wasn't the purpose I had in mind. I am trying to understand or find out if I understood what he said the other day. Now, if he didn't say it he may deny it now.

Q (By Mr. Biggs) I understood you the other day to say when we asked you to produce your cost estimate, "Well, what we have here, or this one that we put into evidence, isn't a true cost estimate. It is only an estimate for bid comparison purposes." Did you say that?

A I don't recall saying any such thing.

Q You don't recall saying it?

A No, sir.

Q Then I asked you if you made still another estimate other than that, then, and you said, "Yes, we made another estimate," which I understood you to say reflected your judgment on the actual costs, and I asked you if that was greater or lesser than the first one, and you said you didn't know, but finally said, "Well, maybe it could

A74 have been lower."

A You are talking about the two estimates that I testified as submitting to the Bureau of Public Roads, and I did testify that we submitted to the Public Roads what we thought the job might cost before we had ever surveyed it. When we surveyed it, we raised our sights, and we submitted a new estimate -- $190,000 more, the new one. That was only, though, for programming purposes, and it will allow leeway of 25 per cent either way. The costs could go up 25 per cent.

Q Do you have a copy of that with you?

A Yes, sir.

Q May I have that, please?

A Well, I have our official file copy.

MR. PETERSON: What is it?

A The submission to the Bureau of Public Roads.

MR. BIGGS: Yes, sir.

A Yes, sir; I have it here. It is from our official files. I have first the submission of February 13th, 1952, listing several jobs. The botton one is the Low Pass job. It is the fifth supplemental program submitted to the Bureau of Public Roads for $600,000. Under date of June 10th, a request for approval of individual project program change was submitted to the United States Bureau of Public Roads, increasing the estimated costs as of

A75 that time to $790,000.

Q (By Mr. Biggs) Yes. Now, are you reading from both of these documents?

A The bottom line on this one, sir. See, we submit those, maybe as many as ten to twenty jobs at a time.

Q Let me ask you this: ----

A (Continuing) This last one is the only one that applies to this one.

Q Which one?

A That is the only one that applies to this one (indicating).

MR. PETERSON: Speak up so that the reporter and the jury can hear you.

MR. BIGGS: Well, so that the jury may understand, would you mark this for identification, and this one?

(The documents, so offered, were marked for identification as follows: tabulation entitled "Bond Issue Projects - Primary," as DEFENDANT'S EXHIBIT AD and tabulation entitled "Request for Approval of Individual Project Program Change," dated June 10, 1952, on Item No. 35, as DEFENDANT'S EXHIBIT AE.)

THE COURT: Mr. Biggs, do you wish those marked as plaintiff's exhibits?

MR. BIGGS: It makes no difference to me. Do you have any

A76 objection to having them marked as your exhibits?

MR. LINDAS: None whatsoever.

14 (Discussion off the record.)

Q (By Mr. Biggs) Now, the exhibit that you are looking at is AD?

A It is marked AD.

Q And you stated that that was simply a list of the projected highway projects in the state as of the time that it was made up. Is that correct?

A Yes, that's right, sir.

Q And what is the date of it?

A This is dated February 13, 1952.

Q 1952. And among those projects is the one in question on the last line of the sheet. Is that correct?

A It is; yes, sir.

Q That is the Siuslaw Highway?

A Yes, sir.

Q And the estimate, then, made for federal bureau purposes was $600,000?

A Yes, sir.

Q The total cost. Is that correct?

A Yes, sir.

Q Now, we will ask you to examine the other exhibit, AE, and identify that for the record.

A That has the title, "Request for Approval of Individual

Project Program Change." That was our request to the Bureau of Public Roads for a change on this specific Low Pass project.

Q Yes. And what is the date of that, please?

A The date of that is June 10, 1952.

Q June 10, 1952?

A Yes, sir.

Q All right, sir. And was that approved?

A Yes, sir.

Q And the figure that that exhibit shows that you then submitted as the total cost of the project was $790,000?

A Total construction cost.

Q Total construction cost, $790,000?

A Yes, sir.

Q And the federal funds, $490,000, and the state funds, $300,000. Is that correct?

A Well, I didn't notice.

Q Yes. Now, where is the underlying data? Where is the supporting data for the $790,000?

A We are not required to furnish it. That is all we are required to submit.

Q Well, didn't you try to figure out how to arrive at a $790,000-item?

A Certainly.

Q How did you do it? Where are your figures, computations,

A78

showing it?

A We wouldn't have them now at all.

Q Well, wouldn't you show there what your estimated cost of excavation would be?

A We would show the excavation as a whole. We probably would say, "Excavation so much; your pavement so much; your culverts so much; and this so much," but we don't submit that data, and I don't really know if we keep a record of it.

Q And you don't remember at that time whether you had revised your estimate of what the cost of excavation would be for the purposes of advising the Federal Bureau. Is that correct?

A Well, I certainly don't recall. I would presume that we did make, as near as we knew, an estimate at that time.

Q But you don't know what that would be?

A No, I don't.

Q Now, in that $790,000, how much have you included for what you call engineering costs?

A I mentioned that to you. That does not include engineering. It says "Survey-Plans" and "Right-of-Way," "Construction," and "Total," only, of $790,000.

Q Yes. Well, what would the construction include?

A Construction would include the cost of performing the work and the construction engineering during the time

A79 that the job was in progress.

Q Yes. And how much do you ordinarily allow for construction engineering?

A We establish a 12-1/2 per cent. Now, I believe this is on the new one, of which 4-1/2 are contingency funds and 8 per cent engineering.

Q So that you would have 12-1/2 per cent of $790,000, which would be roughly 80 or 90 thousand that you would have to take off of that when you got down to actually computing the bid items. Is that correct?

A Yes.

Q So that the bid items, the items that you asked the contractors to bid on, here, on the figure you there used, would be closer to $700,000 than $790,000, wouldn't it, Mr. Williams?

A Yes, that is true.

Q Yes, that's true.

A (Continuing) However, I didn't say that we asked what the contractor was going to bid on.

Q No, I understand that. I understand that. But the point of the thing is that when you produced that you indicated that you had revised or raised your original estimate of costs on the items that the contractor was to do in constructing the highway to $790,000?

A Well, that is not the way I explained it. We estimated

A30 at that time the job would cost us that much.

Q And in that cost were all of the items that the contractor would have to do plus 12-1/2 per cent of that which you would reserve for contingencies or for your engineering costs. Isn't that correct?

A That's correct; and it was very close.

Q And the total, then, would come to $790,000?

A That's right.

Q But if you take 12-1/2 per cent of $790,000, which would be -- I haven't got a slide rule ----

A You take off one-eighth of it, one-eighth of that much. That would be almost a hundred thousand dollars off.

Q Yes. That is almost a hundred thousand dollars off, and then what you are advising the Federal Bureau is that the cost of your project would be approximately $690,000?

A Within 25 per cent variance.

Q And that is less than the final cost estimate that you testified the other day had been submitted to the Bureau of $741,000, isn't it?

A I stated that that was within a 25 per cent variance, which we are permitted.

Q Now, do you have any other cost estimates that you use for any purpose at all, Mr. Williams, -- either to advise the Commission or the Federal Bureau or anybody else

A81 that would reflect somehow your judgment on what this project was really going to cost, -- what was in there to be done?

A We keep a very detailed set of records as to costs which are furnished us voluntarily by contractors as to the costs on the job, so that we know from year to year the very approximate amount of different types of material by actual costs as furnished to us and information from the contractors, and we rely on that to a considerable extent, and we change -- if they change, we change them accordingly. The contracting field changes so rapidly that we find it necessary to revise those every quarter of the year, every three months, to be exact, -- bidding trends.

MR. BIGGS: I think that's all, Mr. Williams.

REDIRECT EXAMINATION

BY MR. LINDAS:

Q Just two questions, Mr. Williams. On cross examination Mr. Biggs asked you, or said something to you about "Then you have to make an assumption of the type of material that would be in the Big Cut," and I will ask you what your assumption was of the type of material likely to be encountered in the Big Cut.

A Oh, our assumption couldn't be anything but what was encountered on top, growing harder in density as depth

A82 progressed, because the top weathers, and it will weather down for a certain degree, and when you get beyond the point where frost and rain and et cetera can weather it, it gets harder and harder.

Q Now, you ----

A (Continuing) And the slope of that hogback there would indicate that it certainly wasn't dirt.

Q And you made the remark here a moment ago about bidding trends. What were you talking about there, Mr. Williams?

A That -- I am glad you asked that question. I wanted to explain that to the jury.

The bidding trends that we have -- we know that we have let similar jobs in the coast area and what the bidding contractors have bid. We get seven or eight bids on the job. We get an indication of bidding trends. They may be 15 per cent lower in 1952 than they are going to be in 1954, or vice versa, and bidding trends is an indication of how contractors are bidding on projects.

MR. LINDAS: Thank you very much.

We have no further questions.

THE COURT: Anything further, Mr. Biggs?

RECROSS EXAMINATION

BY MR. BIGGS:

Q Just one thing: The assumption, then, -- the only

A83 assumption you could make, being that there was rock in that cut, and that it got harder and harder as it went all the way down, was the assumption that you made when you furnished the Federal Bureau with an estimate that the cost would be $690,000, roughly.

A $790,000.

16 Q $790,000 less your engineering costs, we are talking about, of $100,000 or so, and contingencies, so that you estimated that the contractor's cost of that would be roughly $690,000?

A Well, as I said, within a 25 per cent range. These are subject to 25 per cent variance.

MR. BIGGS: That's all, your Honor.

MR. LINDAS: That's all.

THE COURT: You may step down.

(Witness excused.)

MR. LINDAS: If the Court please, I thought we would run longer than this, and my next witness is not here, and we will be ready to present him in the morning.

THE COURT: Very well. It is very close to the evening recess time, so we will recess at this time.

Ladies and gentlemen of the jury, you are excused, then, until tomorrow morning at 9:45, and again it is my duty to remind you that it is your duty not to discuss

A84

the case among yourselves or with any other person on any subject connected with the trial of this case.

You are excused, then, until tomorrow morning.

(Thereupon, the jury was excused and the following occurred in open court without the presence of the jury:)

MR. ROCKWOOD: I should like to ask permission to withdraw these three exhibits, Defendant's Exhibits AA, AB, and AC, which are Mr. Putnam's field notes, and the exhibit of ours, Plaintiff's Exhibit 34, which contains measurements on the same subject. We would like to be able to examine them tonight with the possibility of further cross examination of Mr. Putnam, but it will facilitate matters if we can look them over during the recess.

THE COURT: You have no objection?

MR. PETERSON: We have no objection.

THE COURT: You may take them, then.

(Thereupon, at 4:25 o'clock P. M. of this day, Wednesday, January 18, 1956, an adjournment was taken until tomorrow, Thursday, January 19, 1956, at 9:45 o'clock A. M.)

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY, Plaintiff, vs. STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Wednesday, January 18, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 152 pages of typewritten matter, numbered 906 to 1057, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the

Court thereupon and exceptions taken thereto upon the trial of the above cause on Wednesday, January 18, 1956.

Dated at Salem, Oregon, this 18th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and
through its State Highway
Commission,
Defendant.

TRANSCRIPT OF PROCEEDINGS

VOLUME IX

January 19, 1956

Pages 1060 to 1191

Volume IX
January 19, 1956

INDEX

Defendant's Witnesses:	Direct	Cross	Redirect	Recross
Theo Scheafer	1080	1084	--	--
R. H. Baldock	1087	1087	1117	--
W. R. Rogers	1119	1124	--	--

DEFENDANT RESTS ....p. 1127

Plaintiff's Witnesses in Rebuttal:	Direct	Cross	Redirect	Recross
Lewis E. Scott	1128	1149	1151	--
Jack McDougall (Recalled) (Resumed)	1154 1179			
Charles T. Parker	1165	1173	1173	--

Plaintiff's Exhibit No.:	Description	Ident.	Rec.
59	Copy of original driller's log, showing corrections and additions by Lewis E. Scott	1131	1134
60	Log prepared by Lewis E. Scott	1131	1135
61	Copy of Plaintiff's Exhibit 5	1131	

P-1
k-1

THURSDAY, JANUARY 19, 1956, the trial was resumed, pursuant to adjournment, at 9:50 o'clock A. M., and the following further proceedings were had herein:

THE COURT: You may call your next witness, Mr. Lindas and Mr. Peterson.

MR. PETERSON: We will call Mr. Scheafer.

THEO SCHEAFER was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Mr. Scheafer, will you read into the record your name, please.

A Theo Scheafer.

Q I didn't get that first name.

A Theo.

Q That name Scheafer, is spelled with two "f's"?

A One.

Q Where do you live, Mr. Scheafer?

A Eugene, Oregon.

Q How long have you lived in Eugene? A number of years, sir?

A Yes, I was born there. I have been gone quite a bit, though.

Q What is your business or occupation, Mr. Scheafer?

k-2

A Highway construction.

Q How long have you been in the construction business?

A About 32 years.

Q During that period of time with whom have you been associated ?

A McNutt Brothers.

Q And what types of construction work have they done over that period of years?

A Mainly highway work. Some dam work.

Q Would you care to tell the jury some of the people or organizations that you have done work for, public or private?

A The State of Oregon, the U. S. Army Engineers.

Q Has that work, or will you state where for the most part your work has been done, by areas?

A Well, we have been in California, Montana, Idaho, Oregon.

Q State whether or not, if you can recall, you have had work in the Coast Range.

A How is that?

Q State whether or not you have done construction jobs in the Coast Range.

A Yes, we have.

Q And are you or were you at the time of the Low Pass project a member of the McNutt Company?

A Yes.

k-3

Q During that 32 years, what if any experience have you had in investigating jobs prior to setting up bids for jobs? Competitive bids?

A I have done quite a little estimating. Most of the years has been in supervisory work and estimating.

Q Now did your company investigate and set up an estimate on the Low Pass job involved in this suit here?

A Yes.

Q State whether or not you made that investigation and set up that bid, sir.

A I was with the party that made it, yes.

Q And did you investigate and inquire into that, and use that as a basis for setting up the bid?

A How is that?

Q Did you inquire and investigate--was that used as a basis for setting up the bid?

A I still didn't hear that.

Q When you investigated and looked over this project, did you have anything to do with estimating the bid?

A Yes.

Q I will ask you this: In view of your long experience, Mr. Scheafer, in the construction business and your general qualifications, have you an opinion as to whether a 1 to 1 slope set up in the plans for excavation should indicate to a prudent contractor whether the type of materials to be anticipated would have to be blasted for the most part or whether they were diggable?

A Well, you can't go much on the slope.

Q Now, I will ask you also then, do you have an opinion whether a shrink factor in plans for excavation would indicate to a prudent and experienced contractor what type of materials he should expect in a cut of the type of the Low Pass?

A I didn't get that too clearly.

Q Will you read the question, please?

(Question read.)

A No, I don't believe so.

Q Do you have an opinion, Mr. Scheafer, whether or not the finding of sandstone that had to be blasted for the most part, in a cut in the Coast Range particularly in and about the Low Pass, would be something out of the ordinary?

A No, it wouldn't be.

Q Would you tell the jury, Mr. Scheafer, if you can recall, approximately how much rock you expected to blast and shoot in the Low Pass job?

A No, I have no figures to state exactly how much we figured to blast, but as I recall we estimated we would take 40 or 50 feet of free digging off the top.

Q And then blast the remainder, is that correct?

k-5

A Yes.

MR. PETERSON: You may inquire.

CROSS EXAMINATION

BY MR. BIGGS:

Q Mr. Scheafer, is it a little difficult to hear from where you are sitting?

A Yes.

Q Can you understand my questions now, in this tone of voice?

A I can hear you now, yes.

Q What would be a reasonable cost of excavating rock where you were required to drill and blast it--

MR. PETERSON: Just a moment.

Q --on about 5-foot centers, if you know?

MR. PETERSON: Just a moment, please Mr. Scheafer. I will object to that, your Honor. It is wholly outside the purview of the direct examination.

THE COURT: I will sustain your objection.

MR. BIGGS: That is on the ground it is outside the scope of cross examination, your Honor?

THE COURT: Yes.

Q (By Mr. Biggs) How long were you over the job? How long did you spend on the job, Mr. Scheafer?

A I can't answer that exactly, but I know the trip was made down there and back in one day, from Eugene.

k-6

Q You were probably two or three hours?

A Yes.

Q Did you make a drill hole yourself in estimating the job?

A No.

Q Did you study the geology maps at all on that job?

A No.

Q I take it from your answers to the other questions that you personally did not rely on the data shown on the plans as to the swell or shrink factor, is that correct?

A No, I don't. Sometimes it is used as a base for the figures.

Q Pardon, sir?

A I say it can be used for some estimating but not for the general run, no.

Q Some contractors and engineers do that, is that correct?

A Yes, but we can slip up awful bad if we do.

Q That is if the State is mistaken when they draw the plans and you rely on what they show on their plans, then you can be crossed up on it, is that correct?

A Yes.

MR. PETERSON: Just a moment, please. He is harassing the witness and leading the witness, and I object and ask that the answer be stricken.

MR. BIGGS: I don't believe the witness feels harassed, your k-7 Honor.

THE COURT: I will sustain the objection.

MR. BIGGS: I believe the question was answered, your Honor.

MR. PETERSON: I move then that the answer be stricken, your Honor.

THE COURT: Yes, it will be stricken.

Q (By Mr. Biggs) Slopes of course are designed to provide the natural angle of repose in most cases for the materials that remain after excavation, isn't that correct?

A Yes, in most cases.

Q The harder the material, the steeper the slope you can maintain, is that correct?

A Yes.

Q When you speak of the shrink factor, you are referring to what is generally known by contractors and engineers--that earth or relatively soft material will compact or shrink, whereas rock or hard material will swell, is that correct?

A Yes.

MR. BIGGS: I think that is all. Thank you, Mr. Scheafer.

MR. PETERSON: Thank you. That is all.

(Witness excused.)

end
P-1

C-2
A1

R. H. BALDOCK was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Baldock, will you speak loudly enough so that all of us can hear you, and state your name for the record, please?

A R. H. Baldock, B-a-l-d-o-c-k.

Q And what is your occupation, Mr. Baldock?

A State Highway Engineer of Oregon.

Q Would you tell the jury briefly a little of your background in your chosen profession, sir, from the time you started up to the present time?

A Well, I hold a degree of Bachelor of Science from the University of Colorado, and also a degree in civil engineering from the same institution, and an honorary degree of Doctor of Science from the University of Oregon.

I started working for the State Highway Department of Oregon in July, 1915. I was made State Highway Engineer in 1932, and have held that position since that time.

Q And briefly relate to the jury, Mr. Baldock, your duties and responsibilities as the Chief Highway Engineer of the State of Oregon.

A As Chief Highway Engineer of the State of Oregon, I am

A2

in charge of the design, construction, and maintenance of highways.

Q You are familiar with the Low Pass Section of the Siuslaw Highway, Mr. Baldock, that is the subject of this action here today?

A I am.

Q Would you tell the jury why 1 to 1 slopes were designed for the construction of that portion of the Siskiyou Highway known as the Low Pass project?

A Because our experience over many years has shown conclusively that in dealing with the materials encountered in the western part of the State of Oregon where sandstones and shales are prevalent it is necessary to take out the materials on the 1 to 1 slope. Otherwise, the continual raveling of the slopes is expensive, and likewise is hazardous to the people traveling on the highways, and for those reasons for the past 20 years or more it has been our custom to take out such cuts on a 1 to 1 slope.

Q Would you tell the jury why the last 60 feet of the Big Cut involved in this case was steepened to a slope of 1/2 to 1?

A When I made an inspection of this work pursuant to the request of Mr. McDougall, and he called to my attention that they were losing money in excavating the material, I

A3

asked the engineer to change the slope to 1½ to 1 to decrease the yardage and thereby give some legitimate aid to the contractor. I found that that had been considered before, for that reason, and also another reason motivated me, -- that by placing this bench as shown in the model the ravel that might come from the high slopes could catch on the bench. The bench was ordered to be sloped back to the cut so as to make a trough or a receptacle for that purpose. The main reason, though, was to give such legitimate aid as we could to the contractor.

2

Q And when was this claim first brought to your attention, Mr. Baldock?

A It was brought to my attention on the receipt of the letter from Mr. McDougall. I can't recall the date. I think it is on file here.

Q Mr. Baldock, I hand you herewith Plaintiff's Exhibit 52, which is a letter directed to you from the McDougall Company, and ask you if that is the letter to which you refer.

A Yes, this letter of August 5th is the first time that the contractor advised me that he was dissatisfied with the work.

Q And what was the year on that?

A August 5th, 1953.

A4

Q As a result of receipt of that letter, did you go to the site of the Low Pass, the Big Cut?

A Yes, I did.

Q And at that time would you state to the jury whether or not you ever told Mr. McDougall that, in your opinion, the rock encountered was jetty rock?

A I have no recollection of such a statement. Certainly the rock could not be used for jetty purposes because it air-slacked and decomposed in water too rapidly.

Q Now, from your knowledge of what has occurred subsequent to the construction of the Low Pass project and the Big Cut, particularly the lower 60 feet which are on a 1/2 to 1 slope, have the subsequent events, in your opinion, justified your action in steepening the slopes to 1/2 to 1?

A No, sir. I think we would have been better off to have left them as planned, taken them out on 1 to 1 from the roadbed up.

Q And why do you say that, sir?

A Because the 1/2 to 1 slope is and has been raveling badly, whereas the 1 to 1 slope has had little ravel.

Q Now, have you ever received a claim, or did the McDougall Company ever make a claim, concerning the project prior to the date of the letter that you have just referred to dated August 5th, 1953?

A No.

A5

Q Have you ever authorized anyone to negotiate this claim with Mr. McDougall at any time?

A No.

Q Mr. Baldock, would you explain to the jury why the Oregon State Highway Commission asked that the excavation bid be made on an unclassified basis?

MR. BIGGS: Why -- what was that? Will you read the question?

(Last question read.)

A For many years the State Highway Commission requested bids on a classified basis, but as time went on ----

Q (By Mr. Lindas) May I interrupt you a moment?

A Yes.

Q What do you mean by "a classified basis"?

A They classified the character of the materials, sometimes between what was termed common excavation and solid rock excavation, -- in other cases into three classifications: common excavation, solid rock excavation, and intermediate excavation -- and as time went on more and more of the contractors bid the same unit price for the different classifications. In other words, they evidently felt and evidenced by their action that they considered themselves more capable of determining from their experience what was in the cuts, the character of the excavation, than did the engineers -- at least they bid the same price. Finally I think it was the Bureau of

Public Roads stopped using the classified method and began to use the unclassified method, and the State Highway Department of Oregon followed suit, and the specifications for a long time have placed the full burden of determining the classification ----

MR. BIGGS: If the Court please -- just one moment, Mr. Baldock. I have no objection to his talking about classified bids, but what the specifications, and so on, provide I think is argumentative and calls for a conclusion of law. It is probably a point that the Court will be called upon to pass upon before the case is concluded, and I think it is improper for the witness here to testify as to that.

THE COURT: I will sustain your objection.

Q (By Mr. Lindas) On the classified basis, will you state whether or not contractors were asked to bid on each separate item in such a case?

A Yes, they were.

Q And on the unclassified basis, what was the distinction, then, between that and the classified basis?

A In the classified basis, the Highway Department of the state attempted to determine the material that would be encountered and classify it accordingly. On the unclassified basis there is no classification. In other words, it includes all forms of material that may be encountered

A7

in excavation -- the common, intermediate, and solid rock types.

Q Now, Mr. Baldock, would you state in your opinion if there is any known method by which a contractor may make a complete, accurate estimate of the type of materials on an unclassified basis?

A No, there is not. It depends upon his skill and experience. He gambles, shall we say, on the job. Sometimes they win; sometimes they lose.

Q Now, Mr. Baldock, are the members of the contracting industry in Oregon ever informed by the Oregon State Highway Department of the policies and standards that they have adopted over the course of the years?

MR. BIGGS: I think, if the Court please, that is an incompetent question. Who the Associated Contractors are we don't know.

THE COURT: I will overrule the objection.

A Yes. We have at least one annual meeting with the contractors, and most of the times about a quarterly meeting, at which time we discuss these specifications. At the present time there are various changes in the specifications being considered by the Department and by the contractors, particularly the specifications relating to time limites. They appointed a committee to study the problem. We appointed a committee of engineers and lawyers to study

A8 the problem. We are delighted ----

MR. BIGGS: Just one moment, if the Court please. I would like the record to show an objection to this line of testimony and these questions, if the Court please, on the ground that it is argumentative. It is not binding on Mr. McDougall what the Associated Contractors might have considered. It opens up all of the proceedings of 3 the highway contractors, in which Mr. McDougall, if that is permitted to be gone into, should be permitted to testify to the discussions there, to his own opinions, to the opinions of this contractor and the other contractor, to the debates with the State Highway Commission, Mr. Baldock's negotiations in that matter. It is all wholly beside the question here, and we object to it on that ground.

MR. LINDAS: If the Court please, the basis of this suit, one of the bases, is that they were misled by the plans and specifications. I want to show that the particular policies and standards of the Department are known to the contracting industry to refute that particular argument, -- that they know what our plans are to provide for and the particular policy respecting the plans, and I want by this witness to show that these annual meetings are held and the matters are discussed with the contractors.

A9 MR. BIGGS: The specifications, if the Court please, are not the basis of it. It is the drawings, and the conditions materially different from those shown on the drawings, that is the basis.

THE COURT: I will overrule the objection.

THE WITNESS: Will you state the question again?

(Last question read.)

End
C-2

P-3
k-8

A I described a part of our actions. I might say that before we got out the last standards, we discussed it, paragraph by paragraph, with the contractors to see if they had objections to this or objections to that. We try to get a workable contract.

Q (By Mr. Lindas) Now, M . Baldock, are you acquainted with the methods used by contractors in the construction of highways?

A I am.

Q That is based upon what, sir?

A Based upon 40 years of observation of many jobs that have been built in the State of Oregon, and elsewhere, and likewise by a comparison of the cost of the work, determined by our cost analysts, and examination of the contractors' books. And particularly by the different methods and innovations that many of the contractors have devised over the last 40 years.

Q Do you have an opinion, Mr. Baldock, based upon your experience and knowledge whether the method used by a given contractor in a given case would affect the cost of the construction of the project to the contractor ?

A I have.

Q And what is that opinion, sir?

MR. BIGGS: May I have that question again, please.

(Question read.)

k-9

Q (By Mr. Lindas) I might ask this further question, Mr. Baldock. What factors would affect a contractor in so far as his costs are concerned, depending upon the particular method he used in constructing a highway?

A Well, the various manners used in drilling and moving materials, and the methods of hauling the materials from their point of excavation to the point of deposit.

Q Now does the Oregon State Highway Department, Mr. Baldock, dictate the methods or control the methods by which a given contractor constructs a project, after having been awarded a contract for the construction of a highway?

A We do not.

Q Mr. Baldock, are you familiar with the methods used by the McDougall Company in the construction of the Low Pass project?

A I am.

Q Do you have an opinion based upon your knowledge and experience, and based upon your knowledge of the site of the Low Pass project, whether the method used was economically advantageous to the McDougall Company?

A I do.

Q And what is that opinion, sir?

A I do not believe it was ecnnomically feasible, the method they used.

Q And why do you say that, Mr. Baldock?

k-10

A Well, because it is my observation from many other jobs of that character, and in comparison to the methods used in this job.

Q Do you have an opinion whether or not a different type of method could have been used in the construction of the Low Pass project?

A I think several different types could have been used.

Q I wonder if you would describe to the jury those different types of methods that you think could have been used in the construction of this project.

A May I use the model?

Q Yes, surely.

(Witness walking to model.)

MR. LINDAS: The model he is referring to, if the Court please, is identified as Defendant's Exhibit S, and also Exhibits S-1, S-2 and S-3, the inserted portions of it.

A Well, in the first place, almost all of the materials in this cut had to move in this direction. (Indicating)

MR. BIGGS: Would the witness show what he means by "this direction"?

A To the east. Also the material had to move downward on a 7 per cent grade, that is to build an embankment to a 7 per cent grade. It is my opinion that it would have been far better to have started on the east side,

k-11

and to have taken out this material to be placed in the fill.

Q You are referring now to the lower level?

A Yes, this material, before they got to the Big Cut. Then up the Big Cut, taking the material that was to go downhill, on the grade, to the point of deposit. Then they could either have shot the whole cut out that way, or if they preferred, they could have benched it about half way down, and then moved the material by means of dozers and shoved it over the bank where it could be picked up and shoveled on the lower level.

Q You used the term "bench". What do you mean by the term "bench", Mr. Baldock?

A I would suggest a bench about half way down. In other words, the cut was nearly 200 feet deep, and I would come down about 100 feet from the top; then they would work in on this level, work from the upper level, or they could take it all downhill to the grade, from the top, if they preferred. Those are the two main methods. But in the main, that method would in my opinion have saved greatly in the cost of moving the materials and hauling them.

Q You may resume the stand.

(Witness resumes stand.)

(Colloquy between counsel, regarding exhibits.)

k-12

Q (By Mr. Lindes) I hand you herewith, Mr. Baldock, Plaintiff's Exhibit 57, which is the cost estimate of the State for the construction of the Low Pass project. I will ask you whether or not you have an opinion whether the construction of the Low Pass project could have been done within the estimate of cost adopted by the State.

A I have.

Q What is that opinion, sir?

A I believe that under careful management and skilled contracting, that the job could have been done within the cost of this estimate. I might say in passing, that I didn't make this estimate because I was absent from the State when it was made, but I think it was a good estimate.

Q Mr. Baldock, would you explain to the jury what is known as a balanced job.

A A job is balanced when the excavation will make the embankment. In other words, when there is enough material in the cuts to make the fills.

Q And how do you arrive at a factor of shrink or swell in setting up a balanced job?

A That depends entirely upon the experience of the engineer in determining the materials that he thinks will be encountered, and the action of those materials.

Q Now is the matter of borrow or borrowing of materials

k-13

considered in all jobs?

A Well, primarily when the job is located, after the alignment has been staked and the projections made from the contours, it is necessary to balance the quantities. That can be done either by changing the horizontal direction or the vertical direction; either by changing the line or the grade. Generally the division engineer instructs the locating engineer of the shrink factor to use, what in his opinion will be the end result when the materials are removed from the cuts to the fills.

Q In this particular case, the Low Pass project, Mr. Baldock, if the design for the slopes in the Big Cut had been on a 1/2 to 1, instead of a 1 to 1, what changes would then have to be made in the design of this highway in order to balance the job?

A Well, the change from a 1 to 1, to 1/2 to 1, would have materially reduced the quantities. I think somewhere in the neighborhood of a little less than 200,000 yards, and of course then your fill could have been lower because you wouldn't need as much material to make it. However, that wasn't the case in point. The materials were such that in the judgment of the State Highway Department it had to be a 1 to 1. That was a "must" in our opinion.

Q In other words, that is the way you wanted the highway

k-14

constructed, sir?

A That's right, for reasons of economy and safety.

Q Now do you recall what the shrink factor was that was selected for this particular project?

A The Division Engineer instructed the locater to use about an even factor. In other words, the cut would just make the fill. When the balancing was done--it is a cut and trial method--they finally came out with a shrink factor of about 5½ per cent. The Division Engineer said that was well enough, close enough to an even balance, and they had better be a little on the safe side to make sure we had enough materials from the cuts to make the fills.

Q Was that factor constant for this entire job?

A It was.

Q And why was it shown to be constant for the entire job, Mr. Baldock?

A Because it was assumed that the materials, whether decomposed on the top and sides of the cut or whether hard in the core of the ridge, that in all cases they would come down to about the same factor.

Q Now in an excavation contract, Mr. Baldock, the pay factor is based upon what item, sir?

A The pay factor is based upon the measurement of the excavation in place.

k-15

Q How do you know what the final factor was to be after completion of this job?

A The final factor was about even. In other words, the amount of material of excavation was just about enough to make the fills.

Q In your opinion, would you state to the jury whether or not the variance between the selected factor and the final factor was large or small?

A It was small.

Q And why do you say that, sir?

A Well, because there is no known accurate method of determining the shrink factor. It depends upon experience and judgment. And certainly this vindicated, in this instance, the experience and judgment of the Division Engineer in determining the shrink factor he did.

Q Now rock swells in embankment generally, does it not, Mr. Baldock?

A Well, rock will swell provided it does not air-slack and break down. The swell is a matter of voidage. If there is enough fines with the larger stones to fill the voidage, there is no swell.

Q For the jury, what do you mean by "voidage"?

A I mean the spaces between the particles. For instance, in Eastern Oregon in the great Columbia River basalt flows, most of the rock there is basalt. Many times

k-17

you have an opinion if the subsurface or latent conditions found at the site after the opening of the Big Cut differed materially from those shown on the drawings and indicated in the specifications in this case?

A No, in my opinion they did not differ.

Q Based upon your--

A Based upon my--I might put it this way--based upon my knowledge and experience of the slopes, sharp slopes of that ridge, the presence of rock in the old cut at the top, which quite evidently was decomposed and broken down and air-slacked--my experience has been that after you get down 20 or 30 feet and away from the influence of oxygen and water, you generally find the material in those types of cuts quite hard. So that as far as I personally was concerned, when I saw the material as it came out, it was no surprise to me.

Q Mr. Baldock, based upon your knowledge and experience and your examination of this Low Pass project, both before and after construction of this project on the Siuslaw, do you have an opinion whether the material encountered in the Big Cut was of an unknown condition and of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character as provided for in the plans and specifications?

k-15

A Your question was so long I lost track of part of it.

MR. LINDAS: Will you read the question, please.

(Question read.)

A I have an opinion.

Q What is that, sir?

A In my opinion the material encountered was not of an unknown character or one that--and not one that could not reasonably be expected.

end
P-3

C-4
A10

Q (By Mr. Lindas) Mr. Baldock, based upon your experience as you have related it before and your knowledge of this site, do you have an opinion whether the toughness of rock encountered in the Big Cut would constitute a latent condition of an unusual nature?

A No, I do not think so.

Q Based upon the previous qualifications that I have enumerated, do you have an opinion whether a prudent contractor, having viewed the summit cut on the old road, having viewed the test log that was furnished to the contractor in this case, having knowledge of the steepness of the hogback through which the cut was to be put, should or should not have anticipated the material likely to be encountered?

A I think he should have anticipated the material likely to be encountered, and I was very much surprised to hear that Mr. McDougall expected there to be only about 20 per cent rock in that cut.

MR. LINDAS: Thank you, Mr. Baldock.

You may cross-examine.

CROSS EXAMINATION

BY MR. BIGGS:

Q Mr. Baldock, when did you first see the content of the Big Cut after it had been opened up?

A Well, I passed through there several times while the

Z11

work was under way, and prior to the detailed inspection that I made accompanied by Mr. McDougall. I can't remember---

Q Prior ----

MR. LINDAS: Just a moment.

MR. BIGGS: Excuse me.

A (Continuing) I can't remember the exact dates, but I was there at least twice, once very early in the work when they hadn't done anything at all on the summit, and once after they had started on the summit cut.

Q (By Mr. Biggs) How far down were they in the summit cut, if you recall, the second time you were there, Mr. Baldock?

A Not very far.

Q So that the first time you actually had seen the material that was coming out of the cut, the rocky material that was coming out of the cut, was when you made your detailed inspection of it with Mr. McDougall. Is that correct?

A That's right.

Q And you say that was sometime after August the 5th.

A Sir, as I remember, it was August 24th.

Q August the 24th. And who was with you at that time, Mr. Baldock?

A Mr. Cooper and Mr. McDougall.

Q Now, to refresh your recollection on this -- I believe you stated you didn't recall, but to refresh your recollection -- do you recall getting out of the car with

A12

Mr. McDougall, and you and Mr. McDougall walking down the road to the fill where the big, blocky stuff was thrown in the fill? Do you remember that occasion?

A I do.

Q Yes. Don't recall when you first looked at it your remark was, "Oh, it's jetty rock"?

A No, I don't recall that remark. It ----

Q Now, let me just ----

A (Continuing) The rock had broken quite blocky, but I don't recall any reference to its being jetty rock.

Q We are not contending that you gave a considered opinion that it was jetty rock, or that, in fact, it was jetty rock, but just that the first appearance of the rock caused you to express your surprise as to the size of it in referring to the jetty rock. Now, would you say you couldn't have done that, Mr. Baldock?

A I may have expressed my surprise at the size of some of those blocks, ----

Q Yes.

A -- but I have no recollection of comparing it to jetty rock.

Q I see. That term just doesn't come back to your mind. Is that correct?

A Yes.

Q Now, you stated that in your opinion other methods might

A13

have been employed by Mr. McDougall which would have decreased substantially his costs. Is that correct?

A Yes, sir; that's right.

Q Yes. And I presume that that is something more than an opinion. It must have been based upon some study in the matter. Is that correct?

A Yes. After the claim was filed I looked over the job and I also,--after seeing some cost records on the extreme cost of the repair of the hauling vehicles, it caused me to question the method of hauling down that extremely steep slope, which resulted in those very large costs on the repair of the equipment and its upkeep.

Q When you are handling rock of the size of this, some of which even had to be secondarily shot, you are going to expect a lot of wear and repair on machinery, aren't you, Mr. Baldock?

A Yes, but not near as much as if you could have carried on that haul on that easy 7 per cent grade.

Q Yes.

A Yes.

Q Now, you have a cost analyst office, I believe you stated, and we know that Mr. Clymer at that time was a very competent cost analyst and the head of the section, I believe, and some six or seven other cost analysts. When you were presented with Mr. McDougall's claim, did you

A14

ask those gentlemen, then, to study, make a comparison, of the costs of doing this work as you now say it should be done and the costs that Mr. McDougall actually incurred?

A Well, unfortunately, Mr. Clymer, who was a very, very able man, passed away. I wish Mr. Clymer was here.

Q We understand that. We regret it very much.

A I can't recall that I discussed this directly with Mr. Clymer. I did discuss it with Mr. Edwards and Mr. Williams and also had the cost records that Mr. Clymer had compiled. I can't recall discussing that feature with Mr. Clymer.

Q The question was whether you had your office of cost analysis take the methods that you have described as the methods appropriate to doing the work and figure from those methods what the cost would have been.

A No. It was just obvious to me, and I think obvious to anyone, ----

Q No. Excuse me, Mr. Baldock. I don't mean to argue with you, but I think you could say "Yes" or "No" on that, and then explain it, if you will.

THE WITNESS: Would you repeat the question?

(Last question read.)

A No, I do not believe that it would have been possible to have made any extremely accurate comparison. All

A15

these things are relative, but it is certain that a major item of expense could have been avoided by decreasing those hauling costs, and I think that the method outlined, based upon my observation of many jobs and many contractors,-- and many contractors perform the work in the manner that I have outlined -- would have been the better method and the cheaper method.

Q In other words, you were simply surprised that his costs were that high. Is that correct?

A Yes. Well, I -- in one way I was, and in another way it was obvious that the trouble that he had had in taking that heavy equipment down those steep slopes could not result in other than heavy costs.

Q Now, when Mr. McDougall made his claim to you on August the 5th and wrote the detailed letter, Mr. Clymer, then, and the other gentlemen from the cost analysis office, had been over his costs to date, had they not?

A They check the costs on all projects periodically. I don't know whether they had been over his costs then or not.

Q You were with Mr. McDougall on the trip down from Salem to see this cut, and were out there over the job with him at considerable length and discussed all kinds of things, including whether you had made a mistake about not putting a tunnel in there, had you not, -- thinking

A16

out loud?

A Including what about the tunnel?

Q Including not having put a tunnel through there.

A No, I don't recall our discussing the tunnel. I can give you some information on the tunnel, if you wish it.

Q No, I am only asking whether, at that time, when you were spending the day looking over the situation, commenting about it, if that wasn't one of your comments -- that "Perhaps we should have used the tunnel after all." Do you remember making such a statement?

A No, I do not, and I certainly would not have made it, because the tunnel would have cost much more than the cut.

Q I see.

A (Continuing) Now, keep in mind this: That cut is a four-lane cut, and it would have taken a twin tunnel, and our estimates made in '50 showed that the tunnel would cost a hundred thousand dollars more than the single-lane cut.

Q Don't misunderstand me. I am not criticizing the choice at all. I am just asking if that comment was made, but the point I wanted to get at was this: Being with him all day, sizing up the situation, did you tell him then or in any subsequent conference that you had with him that his methods of doing the work of opening up the cut

A17

were improvident and impractical or uneconomical or any other of the things that you have said here this morning?

A No, I did not say that to him, because, as I stated in direct examination, the manner of doing the work is the responsibility of the contractors, not of the State Highway Department, and we never direct a man to move the material in any certain manner, and I certainly would not have told Mr. McDougall or any other contractor when there was a controversy brewing that he was doing the thing wrong and he should do it this way.

Q No, you misunderstand me, Mr. Baldock. I am not asking if you told him how to do it. I am asking if at any time after the claim was made and you had some information about his costs you objected to the claim on the ground that his costs were improvidently incurred. That is what I am asking you.

MR. PETERSON: Just a moment, Mr. Baldock. That is repetitious. He has already answered the question, your Honor, and I move that that question be stricken.

MR. BIGGS: I submit he has not answered the question, if the Court please.

THE COURT: I will overrule the objection. Mr. Baldock may answer the question.

THE WITNESS: Will you repeat the question?

(Last question read.)

A18 A No, I have never discussed the cost with Mr. McDougall.

Q (By Mr. Biggs) And have you authorized the chief counsel or anyone else who has had any discussion with Mr. McDougall about this prior to the action actually being filed to criticize his methods or the amount of his claim?

A I have not.

Q And when the thing was considered by the Commission and was rejected, it was on the basis purely of the attorney's opinion, was it not, that the Commission probably had no authority to allow the claim? Wasn't that the basis of the rejection?

A Well, as far as that is concerned, I recommended to the Commission that the claim be rejected, and the attorney stated that neither I nor the Commission had the power to pay it under the terms of the contract.

Q Yes. And that was the basis upon which you did, in fact, reject the claim, so far as Mr. McDougall was advised. Isn't that correct?

A After the claim was rejected there was no use going into the costs.

Q You stated that when the designing engineers came up with a shrink factor of 5-1/2 per cent that that was near enough to the contemplated 1 and 1, or 100 per cent, that it simply was adopted, and that that was a good job.

A19 Is that correct?

A That's right.

Q Yes. Suppose they had produced a swell factor of 105-1/2 per cent, Mr. Baldock. Would that also have been close enough?

A No, because, as I told you, we tried to be on the safe side so that there is enough material to make a fill, or a little more, for the reason that sometimes they erode, break down, and we want them to be wide enough to be safe, so we always figure a factor that will give adequate materials, and our experience in that type of material indicates that we should not, in any circumstances, use a swell factor.

Q Mr. Smith, I guess it was, yesterday made reference to the same point. Do I understand, then, that it is the policy of your staff, Mr. Baldock, when designing these projects, to show where there is a choice a shrink rather than a swell factor?

6 A No, not necessarily. It may be that the evidence would point to a swell of, say, 30 per cent, in which case, to be conservative, we would use a factor of 20. In this case, it pointed to an exact balance, so that we used a slight shrinkage.

Q Does it cost more to excavate rock of that kind than it does to excavate softer materials, Mr. Baldock?

A20

A Of course, on a single classification basis the cost is the same.

Q Well, there never was a contractor, bidding classified or unclassified, who bid as cheaply if he thought there was going to be rock to be excavated as he would if he thought it was going to be just dirt?

A That's right.

Q Well, then, couldn't you be perfectly candid about it and say that of course it is obvious that it costs more, much more, to excavate rock than dirt? Isn't that the candid answer?

A It is not the candid answer; it is the true answer.

Q It is the true answer, of course.

A (Continuing) I would like to make one explanation.

Q You may explain anything. I don't want to shut anybody off.

A (Continuing) Suppose that we had left it at the factor of 1 to 1, or even at a little swell, and there had not been enough material to complete the fills satisfactorily, and we had been forced to borrow. Certainly we couldn't ask the contractor to borrow from the cut, because he had sloped the cut at considerable expense. Therefore we would have had to pay him extra money to go back, take this out, and reslope it. Besides, it would be a disfiguring -- make a disfiguring appearance. We try

A21

to make our highways as beautiful as possible and landscape those cuts, so we would have probably had to go a much longer distance to have gotten the material, and it is quite possible that the increased haul would have more than made up the difference in the cost of the removal of the rock and the diggable materials.

Q Now, you say "probably." Do you know that that is true in this case, Mr. Baldock?

A Well, I can't state positively without determining -- in other words, we are arguing about a hypothetical condition.

Q No, we are not arguing about a hypothetical condition.

A Yes, we are. We are arguing about a hypothetical condition, and therefore you must state principles to make a final engineering determination.

Q I am talking about this particular job, and the question I asked you was a preliminary question: Would it cost more to excavate rock than it would dirt? And you gave all of this in explanation of what would seem to be obvious to everybody -- that it does cost more to excavate rock than dirt. Now, if you have finished your explanation of that answer I would like to ask you if, from your knowledge about this particular project, you know whether there would have been readily borrowed dirt which could have been taken from a little deeper cut in the other side, on one of the other cuts of the

A22

present line to get 100,000, 200,000, extra yards of material if you had needed it at much less expense than excavating rock out of that cut to get it. Do you know that, or don't you know it? If you don't, we won't press the matter any further.

A Well, as I tell you, I can't make any exact determination without specific sources of material.

Q I think that is a fair answer. May ----

THE COURT: May I interrupt you at this time, Mr. Biggs? I dislike to interrupt the cross examination, but it is past time for recess.

Mr. Baldock, you may step down from the witness stand.

Ladies and gentlemen of the jury, you may retire to the jury room for ten minutes' recess.

(Recess)

MR. PETERSON: May it please your Honor, Mr. Scheafer would like to be excused.

THE COURT: He may be excused.

(Mr. Scheafer thereupon left the courtroom.)

Q (By Mr. Biggs) Mr. Baldock, when you said that the materials that had an original swell would deteriorate, some of them might deteriorate quickly under air-slack and break up into smaller particles, and so on, did you mean to say that the kind of blocky material that came

A23 out of this cut would, in a few days, break down into sand or fines that would eliminate the swell factor?

A No, not the large, blocky material.

Q And the fact of the matter is, when the fill is being placed, as the big hunks of rock go into it, they are rapidly covered up so that they are protected from the air. Isn't that true?

A Yes, but the material was so placed so that the voids were well-filled, and the evidence of that is the measurement of the material in excavation and the material in embankment.

Q Yes. That is assuming a completely accurate measurement of the materials in embankment, is it not?

A I think the measurements were accurate.

Q I say, that is assuming that they were accurate, ----

A Yes, that's right.

Q -- and would include everything in the fill. You spoke about the federal government adopting the unclassified bid system at one time, and that shortly after that, or some time after that, the State of Oregon's highway Department adopted that. Is that correct?

A Yes, we took that action about the same time.

Q When was that, Mr. Baldock?

A It has been a good many years ago, and I can't recall it offhand.

A24

Q Well, now, I wouldn't expect you to do it by months or days, but could you even within a period of five years' time?

A Oh, it has been more than five years.

Q No, I say within five years could you tell us about when it was?

A All I can say, counselor, is that it has been a great many years ago, but I do not recall just when.

Q Would you say around 1935?

A That would be 20 years. It may have been that far back.

Q It may not have been that far back?

A Yes.

Q Sometime between 1935 and 1940 -- would that be about right?

A Well, I think that's about right.

Q About right?

A Yes.

Q And when the federal government, then, went to that system, within that very short period of time after that, the Oregon State Highway Commission went to that system. Isn't that correct?

A As I recall, they were about the same time. We may have been a little before them or they before us, but, as I recall it, they did it first.

Q And that required, of course, some revision of your

A25

contract provisions and your specifications. Is that correct?

A We care for that in what is called the "Special Provisions" that is attached to each job. We didn't revise the general provisions.

Q Weren't your standard provisions also revised at that time?

A Well, the standard provisions have been revised from time to time. In fact, we just completed a revision here a couple of years ago.

Q Now, I will ask you, when the federal government went to the unclassified system, if it did not incorporate in its contracts an article known as the "Changed Conditions Clause," which is referred to as Article 4 in its contract.

A I am ----

MR. LINDAS: Just a moment. If the Court please, I think that is improper cross examination, and I don't think it is relevant to this case in the first place.

MR. BIGGS: If the Court please, I think it is very relevant, and it is going to lead exactly into the field of cross examination, and it is exactly in the field of cross examination. If there is any doubt about it, I would like to be heard on it.

MR. PETERSON: And so would I, sir.

THE COURT: Very well.

Ladies and gentlemen of the jury, you may retire

A26

to the jury room.

(Thereupon the Court, counsel, and the reporter retired to Chambers, where the following occurred without the presence of the jury:)

MR. BIGGS: Now, if the Court please, on direct examination this witness was asked about the classified and unclassified system of bidding, and he was permitted at quite considerable length to expound to the jury the reasons for the unclassified bidding -- the contractors wanted that, because the contractors were at that time trying to bid these jobs all on an unclassified basis, and it was as a result of their desire for it and of the action taken by the federal government that the State of Oregon did that.

Now, I want to show that the State of Oregon, in following the pattern of the federal government in going to unclassified bidding, also followed the pattern of the federal government in adopting as a part of its contract the provision which the federal government then inserted in its contract, Article 4, "Changed Conditions," which would give protection to contractors when they did have an unclassified basis.

I would show, further, if the Court please, then, that the Oregon State contract, then, at about that time, for the first time, adopted the "Changed Conditions

Clause," when it went to the unclassified bidding basis. I will show, then, or expect to inquire of this witness, if, immediately after this case was filed, or shortly afterwards, the State Highway Department didn't revise its contracts by eliminating the Section 6-11 provision of the contract, and if that wasn't a matter then discussed by the Associated General Contractors of the State of Oregon, in which discussion they requested that Mr. Baldock put the provision back into the contract, and that he had failed to do it, so that he has not followed the requirements or the requests of the Associated General Contractors, as his testimony in chief would attempt to show. It has a direct bearing on that and is entirely admissible as a part of cross examination, if the Court please. I objected to any discussion of what he said to the Associated General Contractors, but that was overruled and he was permitted to show that he went in before the contractors and discussed with them in some detail the specifications, trying to get a contract that was agreed to by all of them.

I want to show that, of course, in this particular instance, crucial to this lawsuit, he has modified the contract contrary to the contractors' desires, and has refused to honor their request that it be put back in.

Now, that is the purpose of it, if the Court please.

A28 It is directly responsive to direct examination.

THE COURT: One thing which you said, not bearing on this matter, but I had understood the question was asked the witness, to which you have made reference, to which you objected, as to conferences with contractors. I didn't understand that to be with this association of contractors, but rather with contractors generally in Oregon. I don't think it makes any difference.

MR. BIGGS: No. I think, if the Court please, that is was with the Associated General Contractors.

MR. ROCKWOOD: I think the witness did say "with contractors," but it can be easily brought out that it was with a committee of the Associated General Contractors.

THE COURT: I don't think it is material. I didn't understand the testimony, however, to mention the association of contractors.

MR. ROCKWOOD: He did so limit his testimony. He just said "contractors."

MR. PETERSON: Your Honor, No. 1, the provisions of the contract, or the form of contract, used by the Bureau of Public Roads or any other agency is not at issue in this case and has no probative value whatsoever in this case.

No. 2, what has been done subsequent to the conditions that brought about this lawsuit are not probative in or

A29 relevant in any way to determining the issues involved in this action, and are wholly outside of the issues and irrelevant to that extent.

THE COURT: I will overrule the objection in so far as the question that was last asked the witness, and permit counsel to question him concerning the time that Clause 8-11 was incorporated in the Oregon Highway contracts if it is relevant to the time that the change was made on the type of bidding on classified or unclassified rock. I think that the State, by going into that, has opened the field up, and it is proper cross examination, and I think it is different, also, than when, a few days ago when General Walsh was a witness, the same question, or nearly same question, was asked him. I think it has been pointed up now by the State.

I would invite some additional comments on the second portion of it in regard to what has transpired since the filing of this lawsuit in regard to deleting that clause, if it has been deleted. If you want to offer some additional comments on that I would like to hear it.

MR. BIGGS: As to when it was?

THE COURT: No; as to whether or not it would be proper to go into that.

MR. BIGGS: Yes. That would be a foundation only to show

A30

that he has not recognized or honored the request of the contractors that that clause remain in there. He has given the impression, if the Court please, that the unclassified bidding is at the request and desire of the contractors, and has made several references to the Associated General Contractors. Now, I want to show that the contractors are agreeable to that only so long as the Section 8-11, or "Changed Conditions Clause," is in the contract, and that when he removed Section 8-11 from the contract, then the contractors have asked to have that restored, and that is one of the things that he failed to mention when he said that he had discussed these specifications with the contractors.

I will show that the Association of General Contractors has discussed that with him and has made a request on it, and will argue at an appropriate time that the nonclassified bidding is workable only when there is the protection of 8-11. That is my position on that.

MR. PETERSON: Your Honor, the real purpose of the subsequent question that is being asked is to get before the jury a subsequent act to bring up the inference that we feel that we are wrong under the present circumstance, and to that extent it is irrelevant and it is prejudicial.

MR. BIGGS: Well, now, on that point, if that is the point

A31

you are going to make, that is completely proper. It is always proper to show as an admission subsequent acts of a person who has been sued. Our Supreme Court has even held that where a person conveys property away after he has been sued in a lawsuit it is an admission of guilt. He is anticipating that a judgment might be returned against him, and he is attempting to protect himself against it. Subsequent acts have numerous times been admitted by the courts of this state for the purpose of proving an admission of liability. That is not what I am proposing specifically for it at this time, but it is certainly incidental, and properly so. I could make that showing.

THE COURT: Well, I will permit you, Mr. Biggs, to ask those questions, and I may at a later time instruct the jury for what purpose the evidence was received.

MR. BIGGS: Very well, sir.

(Thereupon the Court, counsel, and the reporter returned to the courtroom, where the following occurred in open court within the presence of the jury:)

MR. BIGGS: Will you read the question, Miss Mulvey?

(Last question read.)

3nd
C-4

P-5
k-19

A I do not know.

Q (By Mr. Biggs) You do not know?

A No.

Q Do you know what article 4 is of the Federal contract, Mr. Baldock?

A No.

Q You do not know?

A I do not know.

Q Are you familiar with the changed conditions clause of the Oregon State Highway Commission contract?

A You mean article 8-11?

Q Article 8-11, yes, sir.

A Yes, I am.

Q When was that incorporated into the Oregon State contract?

A A number of years ago. It has been there a long time.

Q Would you be able to tell us, within the same range of error that you told us about the adoption of the nonclassified bid?

MR. PETERSON: I am sorry to interrupt, your Honor, but may the record show that we have a continuing objection to this line?

THE COURT: Yes, that is understood.

A Well, it has been there some time, I think it is about 20 years, but I can't be positive unless I look at the record.

Q Well, the present form of contract or the form of contract

k-20

that was used in this case was published in 1940, wasn't it?

A That's right.

Q And it contained the section or clause 8-11?

A Yes.

Q And no prior contract had contained the 8-11 clause, is that correct?

A I couldn't tell you, sir. I don't remember.

Q You don't recall that?

A No, sir.

Q You do not associate the adoption of Section 8-11 with unclassified bids?

A I do not, no.

Q You spoke about your dealings with the Associated General Contractors of Oregon. I will ask you if it isn't a fact that your contract was revised shortly after this case was filed, to eliminate the clause known as 8-11?

A It was revised in the last couple of years.

Q And that clause--that clause is now eliminated. Isn't it a fact that the contract that was revised, the one that is now in effect, was adopted on May 19, 1954? Isn't that correct?

A I think that is about the date, if you have it there. That's correct.

k-21

Q Isn't it a fact that as late as October, 1955, a committee of the Associated General Contractors called on you to request that you reinstate in the contract, Section 6-11?

A I don't recall.

Q You don't recall?

A I don't recall any such request, no.

Q Wasn't there a meeting with the committee from the Associated General Contractors, between you and the committee, in which they requested that the clause be reinstated in the contract?

A I appointed a committee, as we have done in the past, to meet with a committee of contractors to discuss the revised specifications.

Q Yes.

A And what occurred there, I don't know, but no one ever brought to me that request. I might say in passing, if I may--

Q (Interposing) Well, just a moment--

MR. PETERSON: Let him finish his answer.

MR. BIGGS: All right. Go ahead.

A I might say in passing, that when that was considered, due to the fact that all the years it had been in the specifications, it had never been used, so that was one of the reasons we decided to delete it.

Q This lawsuit had nothing to do with it?

A This probably brought the thing to our attention, as to the possibilities of contractors seeking to regain their losses by that means.

Q Would you tell me who your committee was that you appointed to consider this matter with the Associated General Contractors?

A I do not recall. I turned that over to Mr. Williams to handle.

Q I see. Did you approve the cost estimates that were submitted by the State Highway Commission on this job, Mr. Baldock?

A I did not.

Q You did not?

A I was out of the state then.

Q You were out of the state then. So actually the details of this project, how it was designed and what the cost estimates were, and things of that kind were things that were done by people under you, is that correct?

A Yes, sir.

Q And what you are testifying to now is just what you have determined from your examination of the matter after the events occurred, is that correct?

A Yes.

Q You have of course examined the cost estimates and have

k-23

stated they were entirely reasonable. Which one do you refer to, Mr. Baldock?

A I refer to the one, the cost estimate that was placed or was used at the time the bids were opened.

Q And what was the amount of that?

A As I recall, it was $741,000.

Q $741,000. Did you ever see Mr. Edwards' cost estimate, Mr. Baldock?

A No, I did not.

Q Now, Mr. Edwards has testified that he was the construction engineer who had the first higher level of authority over this job, being Division Engineer; is that correct?

A Yes.

Q And he is required to make an estimate of costs from his knowledge of the project and so on, which he submits to the State Highway Commission, is that correct?

A He submits them to the construction engineer, who at that time was Mr. Smith.

Q That is part of his official duties?

A Yes.

Q He has testified that his cost estimate first was $716,000, based on an estimated cost of 40 cents for excavating the rock, but that he subsequently reduced that, reduced the cost by deducting 3 cents a yard from the excavation and bringing it down to 45 cents a yard.

k-24

Would you consider that a reasonable estimate, Mr. Baldock?

A I have never seen that estimate, sir.

Q No, but I say would you consider it so--45 cents?

A Well, I think that the estimate that the State made, of $741,000 was adequate. You can't determine an estimate by one bid quantity. There may be others--

Q His total--

A --that would change the total.

Q His total was $716,000. Do you know what the effect on the total was?

A I think that is a little smaller.

Q Did you approve then the estimate that was made of this project for the purpose of advising the Federal Bureau of Public Roads, as late I think as June of 1953? It is not an exhibit but was referred to here by Mr. Williams yesterday.

Gentlemen, do you happen to have that in your files?

MR. PETERSON: It was marked but not introduced.

(Colloquy between counsel, regarding exhibits.)

Q (By Mr. Biggs) Well, we will proceed without it.

Mr. Williams produced a document yesterday on the stand, Mr. Baldock. I was trying to think of the date. June, 1952--June 19, 1952, which he said was submitted to the Bureau of Public Roads in order to get their approval and participation in this project, of $790,000,

k-25

which included 12½ per cent for contingencies and the State's engineering costs; so that the total amount which the State estimated the contract items would be, the construction costs, was approximately $690,000. Now did you approve that, Mr. Baldock?

A I may have. I do not know.

Q In your opinion--

A (Continuing) I believe that most of those things, though, are handled by Mr. Williams.

Q You do not recall ever having expressed an opinion that the project could have been done that cheaply?

A I do not recall.

Q And of course not having looked at the project, you didn't have an opinion or express an opinion whether that cut would develop rock or soft material, did you?

A Well, I have been acquainted with that location a long time, and if I may elaborate a bit, it has been--the building of that cut was sponsored by the people of that section, and they were before the Highway Commission many times seeking it. So that I looked over the preliminary plans and examined the location, and made up my own--formed my own conclusions, then, that there would be hard rock in this cut.

Q What would be the reasonable cost of excavating rock, in your opinion, Mr. Baldock?

k-26

A Well, I think that you could excavate the rock for 60 or 70 cents.

Q For 60 or 70 cents?

A Yes, sir.

Q Drilling and shooting?

A Yes.

Q That is why you think that the State's bid or estimate of $741,000 was reasonable, is that correct?

A That's right. That is based upon about half the material being rock and about half diggable materials.

Q Diggable materials then you would put at how much?

A About 30 cents.

Q About fifty-fifty, so you would come up with about 45 cents which you think is a reasonable cost?

A At 30-70, it comes out 50 cents.

Q I thought you said 60--

A (Continuing) On 30, and on 70, assuming that half of the material is rock.

Q It would be 50 cents, that is correct.

A It would come out very close to 50 cents.

Q Yes, that is correct.

A And I think that the material could have been moved for 70 cents.

Q So if it was not moved for 70 cents, but the costs were about $1.06 a yard, would you say that that was because of the contractor's methods? Is that correct?

k-27

A It certainly must have been.

Q Yes. The McDougalls have been contractors for the State Highway Commission for years and years, have they not?

A They haven't had very many jobs; they have been on some jobs but not so many with the State Highway Department.

Q But this wasn't the first one?

A No, but they hadn't had many.

Q But they are contractors in good standing with the State, are they not?

A Yes, they are.

MR. BIGGS: That is all. Thank you.

REDIRECT EXAMINATION

BY MR. LINDAS:

Q Mr. Baldock, at the time of the adoption of the general specifications in 1940, at which time Section 3-11 was in the general specifications, is it possible under the general specifications to let a job on either unclassified or classified basis?

A Yes, it is.

MR. LINDAS: We have no further questions. Thank you, sir.

(Witness excused.)

THE COURT: Gentlemen, I think it is close enough to the noon hour that we should recess at this time. Ladies

k-2

and gentlemen of the jury, we shall recess at this time until 1:30 this afternoon.

(Thereupon, at 11:55 o'clock A. M., a recess was taken until 1:30 o'clock P. M. of this day, Thursday, January 19, 1956.)

end
P-5

C-6
A32

AFTERNOON SESSION

1:30 o'clock P. M.

THE COURT: Call your next witness.

MR. PETERSON: Thank you, sir.

Call Mr. Rogers, please.

W. R. ROGERS was thereupon produced as a witness in behalf of the defendant, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. PETERSON:

Q Will you state your name into the record, sir?

A W. R. Rogers.

Q Where do you live, Mr. Rogers?

A Portland, Oregon.

Q How long have you lived there, sir?

A Since '44.

Q What is your occupation?

A Contractor.

Q And how long have you been in that business?

A Twenty-five years.

Q And what organization -- or what is the name of your concern, sir?

A Rogers Construction Company.

Q What kinds of construction work has your organization been doing over the years, Mr. Rogers?

A Oh, we are a general contractor. We do paving, excavation, some bridge work, -- all types.

Q And in what localities has your work taken you?

A Washington, Oregon, Idaho, and Alaska.

Q And would that include projects in the Coast Range, sir?

A We have done some in the Coast Range.

Q And would you care to state some of the private or public organizations for which you have contracted?

A Washington State Highway, Idaho State Highway, Oregon State Highway, Bureau of Public Roads, Alaska Road Commission, and the Army.

Q Do you have presently any projects under way, Mr. Rogers?

A I think we have 12 in the State of Oregon now.

Q And relative to the Low Pass project involved in this, Mr. Rogers, did your company investigate that project with a view to filing a bid?

A Yes, we did.

Q And did you make a personal inspection, yourself, Mr. Rogers?

A Yes, I did.

Q And did you submit a bid, sir?

A We did not.

Q Now, Mr. Rogers, over the years, have you, yourself, had occasion to make estimates for various construction projects?

A34

A I think except for one or two jobs I do most of the estimating with the help of some of my men.

Q And in view of your long experience in the contracting business and your general qualifications, Mr. Rogers, do you have an opinion as to whether 1 to 1 slopes set up in plans for excavation should indicate to a prudent contractor whether the type of materials to be anticipated would have to be blasted for the most part or whether they were diggable?

THE WITNESS: Would you repeat that again, please?

MR. PETERSON: Would you read it?

(Last question read.)

A No, not necessarily. That would depend upon the surrounding area of the country and locations.

Q (By Mr. Peterson) Do you have an opinion, Mr. Rogers, whether a shrink factor in the plans for excavation would indicate to a prudent, experienced contractor what type of materials he would expect in a cut of the type of that of Low Pass?

A No, sir.

Q Why, Mr. Rogers?

A Well, it has been my -- when I go to bid a job, I take a look at it, and the shrink factor -- we are not bidding on that in this type of a job. We are bidding on the excavation and the haul items, not on the shrinkage.

A35

Q Do you have an opinion, Mr. Rogers, whether or not finding sandstone that has to be blasted, for the most part, in a cut in the Coast Range in and about the Low Pass job would be out of the ordinary?

A It would be unusual if you didn't have to blast it.

Q Why do you say that?

A Well, most of the sandstone, I think, in that area is large. There is some sandstone, I think, that can be ripped, but I don't believe in that area very much can.

Q Mr. Rogers, what is your understanding of unclassified materials?

A Of unclassified material?

Q Yes, sir.

A In the State of Oregon, if I look at a job and inspect it, and I bid on that particular unit, whatever shows up in that cut, I have to move it for that price.

Q Have you ever bid classified jobs?

A Yes, I have. I have bid them in Washington. They were classified in two or three different types, maybe more. Usually it's two. It's either solid -- usually solid and common, but it could be others.

Q Have you ever bid on an excavation where you have bid a large percentage of rock and found a large percentage of dirt instead?

A Yes, I have.

136

Q In such cases as that,--has that ever occurred with the State of Oregon, State Highway Commission?

A Yes, it has.

Q And in such cases as that, has the State Highway Commission ever requested that you reimburse them for the resulting profit?

A What was that?

Q And in such cases as that, has the State Highway Commission ever requested, under the 6-11 section, that you reimburse them for the extra profit?

MR. BIGGS: If the Court please, ----

A I would squawk if they did.

MR. PETERSON: Just a moment. Do you have an objection, sir?

MR. BIGGS: I object to that as immaterial, certainly.

THE COURT: What is your objection, please?

MR. BIGGS: I object to that as incompetent, irrelevant, and immaterial -- what disputes he might have had with the State or what disputes he might not have had with the State, if the Court please.

THE COURT: I will sustain the objection.

MR. BIGGS: Move to strike the answer.

THE COURT: I direct that the answer be stricken.

MR. PETERSON: I think that's all. Thank you, Mr. Rogers.

A37

CROSS EXAMINATION

BY MR. BIGGS:

Q You have 12 jobs with the Oregon State Highway Commission at the present time?

A Yes, sir.

Q All going at the present time?

A No. Too much rain.

Q Well, I mean they are not completed.

A That's right. They are not completed.

Q You haven't received your pay for those jobs yet?

A What?

Q You have not received your pay for those?

A On monthly estimates of what we have done.

Q Not your final estimates?

A No, sir.

Q That will depend upon the measurements that the State makes at the end of the job. Is that correct?

A That is correct.

Q There are 12 of those. How much money does that involve?

A I would estimate about between three and four million dollars.

Q Three and four million dollars?

A Yes, sir.

Q Are you here voluntarily or under subpoena?

A Voluntarily. I was asked.

A33

Q Yes. You know what "shrink" means, don't you, or do you?

A Yes, sir.

Q What does "shrink" mean?

A Smaller amount.

Q Smaller amount than what?

A Than it was estimated to be, or what it was supposed to be, we might say.

Q In what respect? Why is it smaller?

A Are you talking about excavation? Is that what you are talking about?

Q Yes.

A Well, they measure the original form, and whenever they move it it is a shrink factor.

Q If it compacts into a smaller quantity. Is that correct?

A Yes.

Q And then a swell factor is what?

A Just the opposite.

Q Earth generally compacts, and rock swells. Is that correct?

A That is correct.

Q And when we speak of one to one slopes, we are speaking of the angle of the slopes, are we not?

A That is right.

Q Do they ever vary?

A Variable. Some of the contractors bid variable. It is

A39

right on your plans. It could be 1 to 1 or ----

Q You may have a 1 to 1 cut. Another type is 1-1/2 to 1; another type is 1-1/4 to 1. Is that correct?

A It is variable, yes.

Q They always show on the plans, and it depends upon the type of materials what the cut is, as a rule, does it not?

A Well, sometimes it is left to the discretion of the engineer.

Q You never have dirt standing on a vertical or a 1/2 to 1, do you?

A A what?

Q A vertical or 1/2 to 1?

A Dirt?

Q Yes, sir.

A I think there is one probably that is about that up near above The Dalles on a state road up there that is pretty steep. I think it is because of right of way. I don't know what else.

Q 1/4 to 1?

A I don't know what it is, but it is pretty steep. I wouldn't be in a position to say.

Q Common dirt, or is it rock?

A What?

Q Is that dirt or rock?

A40

A That is dirt.

Q Just dirt?

A Well, there's some rock on the end of it, but most of it is dirt, yes.

MR. BIGGS: That's all.

MR. PETERSON: Thank you, Mr. Rogers.

(Witness excused.)

MR. LINDAS: If the Court please, the State rests.

MR. BIGGS: May we have just a few minutes? I had been led to believe that the State's case would take them well into the afternoon, if the Court please.

MR. LINDAS: We had expected a couple of other witnesses, but they apparently haven't been able to arrive, so we are resting without waiting for them.

THE COURT: I didn't hear what you said, Mr. Biggs.

MR. BIGGS: I wondered if we might have a recess, then, to go over our rebuttal. I had anticipated that the State's case would go well into the afternoon.

THE COURT: Yes.

Ladies and gentlemen of the jury, you may retire to the jury room for a period of time at this time.

(Recess)

MR. BIGGS: We will call at this time Lewis E. Scott as an adverse party witness.

141

LEWIS E. SCOTT was thereupon produced as a witness in rebuttal for examination in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Will you state your full name into the record, please?

A Lewis E. Scott.

Q Lewis E. Scott?

A Yes.

Q Yes, sir. And what is your occupation, Mr. Scott?

A I am a materials engineer for the U. S. Bureau of Public Roads.

Q In 1952 what was your occupation?

A Chief Geologist of the Oregon Highway Department.

Q How many geologists did you have at that time in that department, Mr. Scott?

A We had approximately nine geologists, including myself.

Q You were the chief one, however. Is that correct?

A Yes.

Q Were you the geologist who prepared the drill log that was used in this case, Mr. Scott?

A Yes.

Q Is that correct?

A Yes.

Q Would you state from what information you prepared that

A42

log?

A I prepared it from my interpretations of the driller's log and from my knowledge of the area.

Q As I understand it, the State employed a driller to go out and sink a test hole at the top of the summit of the Big Cut. Is that correct?

A Yes.

Q And did you select that place for the drilling of the hole, Mr. Scott?

A I don't remember whether I actually selected it, but it was done with my approval.

Q With your approval. And then the driller operated out there from day to day with his own crew. Is that correct?

A That's correct.

Q You were not there during the drilling process?

A I was there at several different times during the process.

Q But that was just an inspection trip. Is that correct?

A That's right.

Q Yes. Were there other geologists working under you who were there from time to time during the process?

A Yes, there was another geologist who was there from time to time.

Q But no geologist was on the job all the time the driller was drilling?

A No.

A43

Q Then would the driller report the materials as he encountered them from the samples that he brought up from his drill hole ----

A The driller would ----

Q -- in his own log?

A He would note the material that he had penetrated with the drill, and would note on his samples.

Q That is, he would prepare his own log?

A Yes.

Q Yes, sir. Then you or one of the other geologists would observe that, would you, or discuss with him what he should put down?

A No. He put down in his own words what he had penetrated, and we would discuss it with him and examine the samples that he had brought up.

Q Now, would they be examined there at the site of the test pit, or would they be taken into the laboratories of the state?

A They would be examined at the site of the test hole, and he also brought samples in a box to our office.

Q And were they tested in the laboratories?

A No.

Q They were not. So that it was visual examination of the samples. Is that correct?

A That's correct.

A44

Q As I understand it, the samples came up in a conglomerate mass rather than ----

A Yes, in a slurring.

Q And the hardness of the materials, as recorded in the log, would depend somewhat on what he would tell you about the hardness of the materials. Is that right?

A His drilling time would indicate how hard it was.

Q Yes. Now, do you have with you your own file, or the official file that you prepared during that time, Mr. Scott?

A I don't have it with me at the moment.

Q You don't have it with you, and I believe you stated that the ones that were tendered at the time the deposition was taken were the originals, and verified copies, or copies taken from them, would suit all your purposes for this examination. Is that correct?

A That's correct.

MR. BIGGS: I will ask you to mark these documents.

(The documents, so offered, were thereupon marked for identification as follows: copy of original driller's log, showing corrections and additions by Lewis E. Scott, as PLAINTIFF'S EXHIBIT 59; log prepared by Lewis E. Scott, as PLAINTIFF'S EXHIBIT 60; and copy of

Plaintiff's Exhibit 5, as PLAINTIFF'S EXHIBIT 61.)

Q (By Mr. Biggs) I will ask you now to examine the exhibit marked for identification Plaintiff's Exhibit 59, and state, if you will, what that is, Mr. Scott.

A This is a copy of the driller's log.

Q Is it a true copy?

A Yes.

Q And is that the log as the driller, himself, prepared it?

A This is the log as the driller, himself, prepared it, with my notations.

Q You put some notations on that, yourself. Is that correct?

A Yes, that's correct.

MR. BIGGS: We offer in evidence at this time, if the Court please, the document marked for identification Plaintiff's Exhibit 59.

MR. LINDAS: May we have just a moment, your Honor?

THE COURT: Yes.

MR. PETERSON: I think, your Honor, at this time, for the purpose of the record, and not through a desire to keep anything from this jury, but for the purpose of the record, we would object to the introduction of Exhibits 59 and 60 for the reason that they are of no probative value in this case. I would like to be heard on that, your Honor, if I may.

0

A46

MR. BIGGS: I haven't completed laying the foundation. Perhaps you would rather reserve your objection.

MR. PETERSON: You have offered them.

MR. BIGGS: Offered 59 only at this time.

MR. PETERSON: All right.

MR. BIGGS: I will let you see the others.

MR. PETERSON: Yes.

MR. BIGGS: You object to 59 at this time?

MR. PETERSON: Yes, I do.

MR. BIGGS: Yes.

Q (By Mr. Biggs) 59, you stated, did you, Mr. Scott, was the original driller's log?

A A copy of the original, yes.

Q As it came to you?

A Yes.

Q And that reflected what he thought the materials were as he encountered them?

A Yes, that reflects what he thought they were.

Q And you corrected that to show what you thought the materials were at that time?

A Yes, basically.

Q Yes. By putting certain notes on there?

A Yes.

Q And the notes that are on there are the driller's log as first presented to you and as you first corrected it.

Is that correct?

A Yes.

Q And was that made after the drilling had been completed?

A Yes.

MR. BIGGS: We renew our offer, if the Court please.

THE COURT: It may be marked as admitted.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 59.)

Q (By Mr. Biggs) Now, I will ask you to examine the document marked for identification Plaintiff's Exhibit 60, and state, if you know, what that is.

A Yes. This is a log that I prepared. It is my interpretation of the driller's original log.

Q Other than the Exhibit 59?

A Yes.

Q Containing additional remarks?

A Additional remarks.

Q And did that become a part of your official figures?

A It did.

Q Then I will ask you to examine the Exhibit 61, and, for the record, if the Court please, I would like to show that that is a copy of the drill log that has already

A49

been received in evidence. There is no material difference, but I wanted to -- I am using that now to call his attention to it. There is no difference. It is a true copy?

A This is a typed copy of ---- (indicating)

Q Is that an exact copy of 60?

A With the exception of a word or two and the number of the station on top, it is a copy.

MR. BIGGS: It is a copy. We offer in evidence, if the Court please, then, the document marked for identification 60, and I think you have seen that, counsel.

MR. PETERSON: Yes. The same objection will run to 60, your Honor.

61 is already in evidence -- that is, the substance of 61 is already in evidence, as I understand it.

THE COURT: I will overrule the objection and admit Plaintiff's Exhibit 60 into evidence.

(The document, so offered and received, having been previously marked for identification, was thereupon further marked as admitted in evidence as PLAINTIFF'S EXHIBIT 60.)

Q (By Mr. Biggs) And then 61 is the identical copy of the drill log that was given to the contractors. Is that correct?

A49 A To my knowledge, yes.

Q To your knowledge. That was the one that you gave to the Resident Engineer?

A The one that was sent out to him.

MR. BIGGS: To the Resident Engineer to be given to the contractors.

Unless you want this in evidence, 61, I won't offer it.

MR. PETERSON: It makes no difference.

MR. LINDAS: I think it is already in, Mr. Biggs.

MR. BIGGS: It is already in.

Q (By Mr. Biggs) Referring to 59, Mr. Scott, I will ask you to state what the driller's log showed from 0 to 18, or the first depth that the driller's log showed.

A The driller's log showed overburden.

Q For how many feet?

A Eighteen feet.

Q Eighteen feet. And overburden you understand and everyone understands to be just the earth, the natural earth on top?

A The weathered material.

Q Yes, sir. What does the driller's log show at 18 to 39 -- or show the depth that he showed.

A Shows sandy clay, -- clay, light sand.

Q All right. And you have added to that "shale." Is that

A50 correct?

A That's correct. That is my interprotation of what he went through.

Q All right. Then what is the next depth?

A He shows soft, black, as he spells it, "bysalt."

Q Soft, black basalt. And what do you show?

A I show it as the hard, indurated shale.

Q And for what depth?

A Well, I don't remember the depth.

Q I mean the depth there.

A He shows 13 feet of it here.

Q Well, does he have it between stations?

A No, he has just merely the depth of each.

Q What does he show, then, for the next depth?

A The next one is "grey chist."

Q S-c-h-i-s-t?

A C-h-i-s-t.

Q And you have interpreted that as clay. Is that correct?

A Yes.

MR. PETERSON: What was the last answer? I didn't hear that.

MR. BIGGS: Clay.

Q (By Mr. Biggs) And the next entry?

A His next entry is "shale."

Q And you show that as hard shale?

A (The witness nodded.)

A51 Q And the next one is what?

A He has 5 feet of blue fire clay.

Q And you show that also as shale?

A Yes.

Q Yes, sir. Then what does he have at the very bottom of his report?

A "Clay-sand."

Q Well, just read the whole entry.

A You mean "bottomed at 160'"?

Q Is that what it says?

A Yes.

Q "Bottomed at 160'" at what?

A Clay-sand.

Q That was his interpretation, and you put there "shales." Is that right?

A Yes.

Q All right, sir. Then on 60, you have written practically the same thing as is contained on this exhibit -- isn't that right, but have added, "Much water at 90-foot level." Is that correct?

A Yes.

Q And what did you show on this?

A Water at the 90-foot level.

Q Was that based on something that you observed?

A It was based on a communication from the driller and in

152 the weekly reports.

Q It was standing in the hole at that time. Is that correct?

A Yes, he struck water at 90 feet, and the hole from that depth down was full of water.

Q Yes, sir. Now, so far as the driller was concerned, the classifications that he made would depend upon the hardness of the drilling. Is that right?

A The classifications that the driller made were based upon several things, of course, but the driller, himself, was an ex-water well driller, and was not familiar with drilling holes for engineering purposes or making geologic classifications. He merely sampled the hole as he went down, and his notations on the log are what came out of the baler, or what he brought from the hole, rather than what he went through.

End
E-6

P-7
k-29

Q (By Mr. Biggs) You added the paragraph: "Formation is alternate sandstones and shales. Drilling moderately hard because of abrasive character of material and high compaction factor. Hard drilling through indurated shale zone. Boulder or concretion encountered at 137 feet and 149 feet."

Did you base that on what you saw of the samples and what you observed of the area out there?

A I based my interpretation on my original geologic appraisal of the Big Cut, on my inspection of the area, that general area, and on what the driller himself had told me and on my inspection of the samples that he had brought up from the hole.

Q It was your opinion after looking at the sandstones and shale strata in the cuts on the old highway that the formations in the Big Cut would be generally what you saw and would be the same as in the old cuts?

A That we would hit sandstone and shale in the Big Cut, yes.

Q Substantially as were seen along the old highway?

A Yes.

Q Now when you wrote "shales" in there, you were referring to soft material, were you not?

A Not necessarily.

Q Not necessarily. What is hard, indurated shale, Mr. Scott?

A Well, the "hard" is self-explanatory--it would be a very rigid shale. "Indurated" is a descriptive term which tells of an action to the shale; it was hardened or altered in some manner, and indurated usually means it has been considerably hardened.

Q I will ask you if you recall giving your deposition in this case on the 19th day of July, 1955, at the hour of 10:00 o'clock A. M., here in Marion County, an attorney for the State Highway Commission being present, and I being present at that time. I asked you--

MR. LINDAS: What page, please?

MR. BIGGS: Page 9.

MR. LINDAS: Do you have a copy of it?

A No.

MR. LINDAS: May I approach the witness, your Honor?

THE COURT: Yes.

(Counsel handing document to witness.)

Q (By Mr. Biggs) At the top of the page, I asked you the question: "Then the shale was--" and you interrupted me, and your answer was: "The shale is a black, flaky shale which has been indurated or altered or compressed, and it is very soft."

Did you make that answer at that time?

A Yes, it is particularly--it depends on where the shale is. If it is in the top, weathered zone, it is soft; if it is down in the cut, the unweathered zone, it is hard.

k-31

Q So it doesn't mean anything to you whether it is or not--is that correct?

A I don't understand you, counsel.

Q Well, when you say "shale" you don't mean hard or soft or anything else?

A That's right, it is just descriptive of the material itself.

Q Let's speak of the shale then in this area; was it hard or soft?

A What do you mean by this area?

Q This area involved here.

A Are you restricting that to the old cut or to the whole job?

Q I suppose you had better tell me that, because I am taking it from an answer you gave on page 36 of the deposition. I direct your attention to the question near the top of the page.

"Question: What about the shale that was out in this location, as you observed it?

"Answer: The shale in that location as I observed it was very soft."

Did you answer that way or not?

A Yes. And the shale that is exposed along the old highway in the various cuts in the weathered zone is soft.

Q Yes; and you anticipated that the formation as observed in the old cut would be continuous through the Big Cut, is that correct?

A The sequence of sandstones and shales would continue into the Big Cut, becoming harder with depth.

Q Did you say that at that time?

A I don't remember.

Q Or is that after you discussed--did you discuss this case with Dr. Mackin?

A Well, my original--

Q (Interposing) No, just answer the question. Did you discuss this matter with Dr. Mackin while he was here from the University of Washington?

A I discussed geology as a whole with Dr. Mackin. No particular point.

Q Did you discuss this case and this very thing here with Dr. Mackin?

A I don't remember whether I discussed that particular point with him. I discussed the case as a whole.

Q But you don't remember talking with him about what the stratification was or why it was, or anything like that?

A Yes, we discussed the stratification in the Big Cut and in the Coast Range in general.

Q I will ask you then if you will refer to page 15 of your deposition. I asked you this question: "You say that the sinking of this hole was advised as an insurance

k-33

against your judgment on the nature of the subsurface structures in that area, is that correct?" Answer: "Yes." "Question: Did you recognize from your observations that there might be some material variations in the substructure of the summit from the substructures of an immediately adjacent area exposed by the cuts in the old highway?"

Then you asked for the question, and it was read.

"Answer: It was my opinion after looking at the sandstones or the strata in the cuts along the old highway and reviewing the area of the proposed line that the formations were continuous, that what was shown in the highway cuts was generally what we would find in excavation along the new line." Was that your answer?

A Yes.

Q And that was the only answer you made at that time?

A Yes; that the sandstones and shales continued on down into the Big Cut.

Q A continuation of what you found in the old cuts. Now I believe you didn't attempt to determine the quantities of sandstone and shale, did you, that would be encountered in the Big Cut?

A We made an estimate of the amount of sandstones and shales that would be in the Big Cut. You are speaking of their relationship to each other?

Q Yes, sir. And you thought they would be the same as in

k-34

the old cut, did you not ?

A Yes, substantially the same.

Q Substantially--the same thicknesses of shale and the same thicknesses of sandstone as in the old cut?

A That's right, it is a continuation of the same formation.

Q A continuation of the same. And if it developed that the Big Cut developed much wider layers of sandstone and much thinner layers of shale, it would make a material, practical difference to a contractor who was relying on its being continuous, would it not?

A If it did so, yes.

Q Have you seen it since then?

A Yes.

Q Are you saying now that the sandstone layers--I am speaking of sandstone as everything but shale--that the sandstone layers in the Big Cut are not thicker than they were in the old cuts, and not wider?

A It is a continuation of the same formation in approximately the same percentage.

Q That is your present testimony?

A Yes.

Q And it was your observation that the sandstone composed approximately 40 per cent, and the siltstone approximately 30 per cent, and the remainder was shale--that is the area in the old cut, is that correct?

k-35

A Yes. That estimate was given at the time of taking the deposition.

Q Yes.

A I hadn't measured it at that time. It was just an estimate. I have since measured it.

Q What measurements did you take?

A We measured several sections 100 feet long to determine the percentage of sandstone to shale.

Q Whom were you with when you did that?

A Once with another geologist of the Department, and again with Dr. Mackin.

Q When you say you made those measurements, were you treating everything as hard, as sandstone--and everything as soft, as shale? For the purposes of these measurements?

MR. PETERSON: If the Court please, I would like to know whether he is speaking of the Big Cut or the old road.

Q Well, I don't know--

A We made measurements of both locations, incidentally.

Q I am not asking that. I am asking what you treated as sandstone and what you treated as shale.

A We treated it primarily on a geologic basis, although in that area the sandstones are generally harder than shales.

Q Now instead of speaking on a geologic basis, let us speak of it as hard and soft.

k-36

A All right.

Q In the old cut, the hard material which we have been talking about and the sandstone may have included some other things geologically, I don't know. But what did you find in the summit cut of the old highway directly opposite the Big Cut--what did you find the width of sandstone, and I am talking about hard, rock-like formations, as compared with soft formations?

A In the measurements we made on the old road cut directly above the Big Cut, we classed as sandstone not only the hard material but some of the softer, weathered material that is clearly sandstone because of its grain size.

Q But which was soft and diggable?

A Yes, which had been weathered out. Some of the sandstone is diggable and some has been weathered to a very soft material.

Q But it would take a geologist to make that distinction, would it not?

A Not necessarily.

Q You didn't try to measure the faces of the hard material on the old cut, as opposed to soft, did you?

A No, I was measuring sandstone as compared with shale.

Q And whether it was hard or soft sandstone--

A That is not a function of the sandstone but merely the

k-37

weathering it has been subjected to.

Q Do you have those measurements, Mr. Scott?

A The measurements we had showed that the--

Q (Interposing) Do you have them, I say?

A No, I didn't note them down on paper.

Q Who was with you?

A I said Dr. Mackin was with me once and another geologist from the Department another time. I don't have the papers here.

Q Were they actually recorded?

A We presumably wrote them down on scraps of paper to figure out our percentages.

Q But you didn't save them, as recorded evidence that could be used in this lawsuit?

A I didn't think it was necessary.

Q Well, you went out there for the purposes of this lawsuit, didn't you?

MR. PETERSON: If the Court please--

A No, we went out there just for an inspection trip--

MR. LINDAS: If the Court please, we object to this line of questioning. If he remembers it, that is sufficient; a man does not have to write everything down.

THE COURT: Well, I think the questions are a little argumentative; I will sustain the objection.

Q (By Mr. Biggs) Do you know how many times you were out there during the drilling, Mr. Scott?

A The exact number, no, but it was several times.

Q By that, do you mean two or three?

A Three or four.

Q Over the period of 40 days or so?

A Yes.

MR. BIGGS: I think that is all.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Scott, had you been on the project prior to the time the well driller was employed?

A Yes, several times.

Q Had you made an investigation of it at that time?

A Yes, to formulate an opinion as to what the Big Cut contained and what the other cuts on the project contained.

Q As a result of that examination, what was your opinion of the type of material that was likely to be encountered in the Big Cut?

A That it would be sandstones and shales common to that particular portion of the Coast Range. We expected them to continue clear through the cut.

Q At the time your deposition was taken, did Mr. Biggs ask you if it was going to get harder as it went down?

A No, he did not.

k-39

Q Do you have an opinion, based on your knowledge of this area and the driller's log as I understood you to say it was the well driller's log, whether that log in and of itself, without interpretation, if it had been handed to contractors would have been misleading to them?

A In my opinion, it would have been very misleading.

Q Was that the reason for your interpretation of it?

A Yes, that was the reason for the interpretation I made. The driller noted in two places the word "basalt" and I knew from my inspection there was no basalt in that cut. He also noted "grey schist", and there was no schist in the cut.

Q Is it your opinion, based on your knowledge as a geologist and based on your examination of the area, that the log furnished to the contractors correctly interprets the formation through which the well driller had gone and the material likely to be encountered in the Big Cut?

A Yes, I believe so. The interpretation I made was geological, and it has been borne out by the cut since it has been opened up.

Q Would you say that the material encountered in the Big Cut would be material of an unusual nature and an unknown condition not ordinarily encountered in that particular area?

k-40

A It would have been very unusual to have encountered anything else in that area.

Q Now during your time in the employment of the Oregon State Highway Department as a geologist, would you state whether or not highway contractors have ever come to your offices to discuss with you the logs that have been furnished to given contractors on given jobs?

A Yes, many times they come in to discuss the logs or to look at some of the information that we would have in the files.

MR. LINDAS: We have no further questions.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q Counsel asked if I had asked you on the deposition whether the materials in your opinion would have been harder than at the summit of the old cut, and you said I didn't ask you that question. Is that correct?

A Harder than the materials in the old cut?

Q Yes.

A To my knowledge, you didn't ask that.

Q You had in mind, of course, that difference but because I didn't ask you if they were harder, you didn't tell me?

A That's right, I was answering your questions.

Q Will you reread this--page 15 of your deposition? Did

k-41

you give this answer to the following question:

"Question: Did you recognize from your observations that there might be some material variations in the substructure of the summit from the substructures of an immediately adjacent area exposed by the cuts in the old highway?"

Do you remember that question being asked you?

A Yes, and I thought then as I thought today, you were asking if there was any difference in the sandstones or shales in their alternate nature.

Q It didn't occur to you when I was asking you that, that there might be some material variations, that a contractor would consider material, if what he encountered was a lot harder? That didn't occur to you, is that correct?

MR. PETERSON: He has already answered that question, your Honor. This is purely argumentative, and I object to it.

MR. BIGGS: This is cross examination, if the Court please, and I think I am entitled to a little leeway.

THE COURT: I will sustain your objection.

Q (By Mr. Biggs) In answer to that question, you made this statement, did you not:

"It was my opinion after looking at the sandstones or the strata in the cuts along the old highway and reviewing the area of the proposed line that the formations

k-42

were continuous, that what was shown in the highway cuts was generally what we would find in excavation along the new line."

Did you give that answer?

A Yes.

Q You made no reference to anything else that you might consider, whether the materials would be harder or softer?

A I thought you were referring to whether the sandstones and shales continued--yes, they did.

Q In the driller's log was the word "sandstone" mentioned any place?

A The driller himself did not mention sandstone.

MR. BIGGS: That is all.

MR. LINDAS: We have no further questions.

(Witness excused.)

k-43

JACK McDOUGALL, a witness in behalf of the plaintiff, was thereupon recalled in rebuttal, and having been previously sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q You have testified as a witness before in this, Mr. McDougall, and have been sworn.

There has been some testimony by witnesses in this case critical of your method of operation, in that you opened up the Big Cut to the west instead of the east. I would like you to tell the jury why it was, why you did adopt that method, first.

A May I leave the stand and use the profile, your Honor?

THE COURT: You may.

Q (By Mr. Biggs) Maybe you had better move that a little closer.

A (Indicating diagram) There were several reasons why we opened up the cut the way we did. I am speaking of the Big Cut. This profile clearly shows--

Q Mr. McDougall, I don't like to interrupt you, but it is hard for the jury to see that. Would you move it to the right, to the other side of the model?

A I was going to use the model too.

Q All right.

A This profile clearly shows the variation in elevations

k-44

between the top of the Big Cut and the low spots of the fills to the east, that most of the material from the Big Cut was to make. That created the problem of a very steep haul road down the east side. We had a fill set up, on the profile, to be made from material to come from the Big Cut directly to the west. And as you can easily see from this profile, the bottom of that fill was at a higher elevation. In other words, it is closer to the top of the cut in vertical distance, than the fill to the east. So in order to get the top of the haul road going to the east, to the lowest possible elevation before we started to use it, we determined to take the material that went into the fill directly to the west of the Big Cut--that is this fill right here--from the top of the Big Cut, and cutting down this elevation as much as possible. In other words, the amount taken off the top would be the required amount to build this fill, plus 5 per cent, allowing for the compaction.

Now two other factors that entered into the decision of opening the cut to the west were these: the clearing and grubbing from the summit of the Big Cut to the east end of the job was much heavier than it was from the summit of the Big Cut to the west end of the job. Most of the merchantable timber that we sold was obtained in k-45 that area. I don't mean that it was all in that area, because there were a few trees taken from the west side, but the bulk of the heavy timber, and certainly the heavy grubbing, was to the east of the Big Cut and down this canyon where the big fill went.

An awful lot of the downed stuff had fallen down into that canyon and accumulated there, and that had to be disposed of by burning before we would be permitted to build any fill in that area. The specifications won't let us bury any material that is likely to rot out later and create a weak spot in the fill. Now in the fall of 1952 we had a long, dry fall, and the burning was so extensive down in this canyon that we could not complete it until late in the fall when the fall rains were heavy enough so we could get permits to burn.

In the meantime, we could proceed on these cuts on the west side where clearing and grubbing was lighter and the slashing didn't amount to so much. And the topography on the west side of the Big Cut was on a side hill, whereas this was a canyon; so we were able to push off outside the limits of the cut and fill stakes much of the material that was required to be burned, and proceed with the grading. Then after the grading was either well along or completed, when the weather conditions were such as to make burning safe

k-46

and we were permitted to do so, we then proceeded to burn those piles of debris. However, in the box canyon--

Q What is the box canyon?

A Well, I mean a canyon like this. (Indicating)

Q All right.

A Where this big fill went, there was no place where we could push the slashings and nonmerchantable timber, rotten trees, and dead snags which had fallen down there, and all the big stumps and everything--except by going to unwarranted expense and moving them longitudinally down the canyon, so we piled them up in big piles in the bottom of that canyon and burned them when the weather conditions made it not only feasible but permissible by the Forest Service.

Q When was that?

A I don't recall exactly, but it was in the fall of 1952.

Q All right.

A Now in the meantime, we had pushed this clearing and grubbing as hard as we could, in the fall of 1952, in order to get that perforated drain system that had to go in underneath the big fill, as shown on the plans.

end
P-7

3-8
A53

Q (By Mr. Biggs) Tell us a little bit more about that. It was mentioned on direct. I didn't know that it was going to occupy a very important place in here, but if that had any bearing on the reason why you opened to the west instead of to the east, please tell us now, Mr. McDougall.

A Well, because we could not build this fill to the east of the Big Cut until the perforated drainage system was in. In order to expedite the work as much as possible, we excavated these cuts to the west while we were preparing the ground to receive the fill to the east of the Big Cut, and even with a long, dry fall, which prevented burning as early as we would have liked -- I don't have the exact dates, but I suppose they could be obtained -- the ground proved so swampy that the quantities of perforated drainpipe were increased by something over 2-1/2 times the original quantities shown on the plans. I have the exact figures here, if you are interested in them.

Q Well, we might tell ----

MR. LINDAS: If the Court please, I think he has already testified to it on direct examination -- to the amount of perforated drainpipe he put in.

MR. BIGGS: Well, 1770 to 2-1/2 times that.

Q (By Mr. Biggs) Go ahead.

A54

A That's correct. That pipe can't be put in overnight. It has to be buried in a properly constructed and approved trench and surrounded with what is called turkey sand, or very coarse sand, that also carries water, carefully placed, and the plans show the upper end of that pipe extending past this station right here, which is at the mouth of the cut a little ways.

Q Which mouth of the cut?

A On the north side. That would be up into this -- up into this area here (indicating).

Q That was a part of the drainage area. Is that correct?

A That was a part of the drainage area, so no material could be hauled to the east until that perforated drainage system was installed to the satisfaction of the engineers.

Now, Mr. Edwards testified, if my memory is correct, that on an inspection trip that he made over the project after the clearing was well along so he could see what the ground conditions were, he ordered the increase in the 8-inch perforated drain on October 17th, 1952. Well, the original planned quantity was some 1,770 feet, so when he ordered the increase we had to put in 1-1/2 times that much more, because the total amount put in was 256 per cent of the original amount, so that also took time.

A55

Q Now, was that available, that pipe available, or was that on special order?

A It was on special order, and after it arrived on the ground it had to be subject to inspection to make certain that every one of the little holes was open. It is an asphalt dipped pipe, and it wouldn't work properly unless the holes were open. The pipe originally is corrugated metal, and the holes are drilled in it, and then when it is asphalt-dipped frequently the asphalt plugs those holes, and I remember watching that type of inspection, myself, one day on the job, as each piece went into the trench.

Q How long did it take you, then, from the time the change order was made on October 17 increasing the drainage work out there to get that in, Mr. McDougall, to get your pipe, to get it in shape, and to get it installed?

A I haven't referred to our record on that, but I know it would be several weeks to put that much additional pipe in.

Q And by that time what had been done on the west side?

A Did everything we could. We proceeded with the grading. The grading went right along on these cuts, and the only interference was caused by a little emergency work necessitated by the slide here under the old road, Station 50, which required taking some of the grading

A56

equipment off the new road and opening up the old road to traffic, but, generally speaking, the west side work was accessible to us. We could open it up and grade it in the fall of '52, and that is what we did. We could not do so on the east side. The grading of these cuts -- now, remember, this is just a center line profile, and these actually are high, thin cuts, daylight cuts, like are shown here on the model -- and they have a high profile on the upper side. However, the amount of yardage involved there was much smaller than the yardage involved in the west side, so by taking advantage of the dry weather we were able to complete the grading on the west side in the fall of 1952 while we prepared this area to receive the material from the Big Cut. It was called the Big Fill.

Q And your grading on the west was going on while you were preparing the east side for the material from the Big Cut. Is that correct?

A That is correct.

Q Would you state, Mr. McDougall, what, if any, difference now the cost would have been if you had reversed the process, as Mr. Baldock said you should -- perhaps Mr. Edwards -- and had waited until you could get into the east side, so that you could have opened the cut from the east side? What then would have happened to

A57 your costs?

A You mean to have let the work on the west side go?

Q Well, I don't know. He said that you should have opened the Big Cut from the east, and the cost would be, in his opinion, based on an inspection he made out there, considerably less. Now, I want you to say what you care to say about that.

A Well, we will put it this way: I think the point is that Mr. Edwards either stated or gave the impression that he thought that we should have been in this rock work in the winter of 1952 and '53.

Q All right.

A (Continuing) At that time we did not know that we had a rock cut ----

Q Go ahead, Mr. McDougall.

A -- on our hands, and had we been able to work this cut, regardless of the material, in the winter of '52 and '53, during the approximately three and a half months' time that we lost, we would have been able to complete the project three and a half months sooner, our portion of it, and reduce the job overhead by the expense involved of the superintendent and the paymaster, the telephone in the job office, and so on, by the equivalent of three and a half months' work. However, that would have been more than offset by the fact that we would

A58 have had to bring in additional equipment to complete this work of a couple of hundred-odd thousand yards on the west side of the Big Cut in the fall of '52, and also, even had we completed all the grading three months prior to when we finally did complete it, at the end of November or the first of December in '53, it still would not have been done in time to pave the project in 1952, because we would not have been permitted to place the paving after the heavy rainy season started in the fall of 1952.

Q '53, I think you mean?

A '53. '53, yes. So, assuming that we had put enough equipment on the job to do it all early enough so that it could have been paved in the summer of '53, this fill here, which settled 11 feet, and this fill along in here, which settled as much as a couple of feet, as shown by the refinishing stakes which were set for our final refinishing in the summer of 1954, would never have settled prior to the paving. The way it is now, the big fill and all the major fills -- in fact, the whole job -- sat through one long winter before it was paved, and, as a result, the settlement under the pavement, subsidence, and so on, and even a slide that took 11 feet off this fill, had taken place, and the job was refinished in dry weather in the spring of '54, and then it could

A59 be properly surfaced and paved.

Q All right. Now, Mr. Baldock said if you had opened it to the east instead of to the west it would have been cheaper. I confess that I couldn't follow him, but perhaps you can. Say how it would have been cheaper and the costs have been reduced, if that is the fact, or, if not, say what the fact is.

MR. PETERSON: May it please your Honor, I may be mistaken, but my understanding of Mr. Baldock's testimony was not on the subject of whether the job should have been opened on the east end of the project or on the west end of the project, but had to do with the manner in which the Big Cut was broken down. Now, that is my understanding of Mr. Baldock's testimony, and it has been said here that he talked on the subject of whether it should have been opened on the east end or on the west end. Now, I might have been mistaken, but I don't think so.

MR. BIGGS: That was my impression, but I understood him to be quite critical of the expenses, and because of the way the cut was opened up. 2

MR. PETERSON: That is true. He was.

MR. BIGGS: Now, ----

THE COURT: Excuse me, gentlemen. It is time for an afternoon recess. If counsel desire to, they may be able to check what Mr. Baldock's testimony was.

A60 You may step down, Mr. McDougall, and, ladies and gentlemen of the jury, you may retire to the jury room.

(Recess)

MR. BIGGS: With the Court's permission, I should like to withdraw Mr. McDougall from the stand to accommodate another witness from Portland.

THE COURT: You may do so.

(Witness withdrawn.)

MR. BIGGS: Mr. Parker, you may take the stand.

CHARLES T. PARKER was thereupon produced as a witness in rebuttal in behalf of the plaintiff, and, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BIGGS:

Q Mr. Parker, will you state your full name into the record, please, sir?

A Charles T. Parker.

Q And where do you live?

A Portland.

Q How long have you lived in Portland, Mr. Parker?

A Since 1920.

Q Are you appearing here at this time pursuant to a subpoena served on you by the plaintiff, Mr. McDougall, in this

A61

case?

A Yes, sir.

Q Were you also subpoenaed by the State Highway Commission to appear here as a witness for them?

A Yes, sir.

Q And were you directed yesterday that you would not be needed ----

A Yes, sir.

Q -- by them, and excused? Is that correct?

A Yes, sir.

Q You have talked with them, however, about this matter, have you not?

A Yes.

Q All right. What is your occupation, Mr. Parker?

A Parker-Schram Co., Contractors.

Q You are a general contractor?

A Yes.

Q And how long have you been engaged in that business?

A Forty-six years.

Q That is here in the State of Oregon?

A Yes. Not with Parker-Schram all that time.

Q I understand that. Prior to the formation of Parker-Schram, what was your business affiliation, Mr. Parker?

A Well, originally it was Moffatt & Parker, and then Oregon Engineering & Construction Company.

A62

Q During all of those years, though, your work has been general contracting?

A All except two years I was in the Army in the First World War.

Q First World War. Now, are you a graduate of one of the state schools here?

A Oregon State College.

Q And when did you graduate from Oregon State College?

A '08.

Q I beg your pardon?

A '08.

Q Are you the Charles Parker for whom the stadium is named at Oregon State College?

A Yes.

Q Would you tell the jury some of the jobs, or just name a number of them, that you have done, or your company has done, during your experience as a general contractor, Mr. Parker?

A You mean grading jobs?

Q Yes, sir. Well, general construction, whatever they are, with particular reference to highways, of course.

A Well, we used to do quite a lot of bridge work in the old days. We were the ones that built the Lake Washington floating bridge in '38.

Q That is up in Seattle?

A63

A Yes. We built the bridge across the river at Puget Island, across the Columbia, there. In recent years, it has been mostly paving and grading.

Q That is here in the State of Oregon?

A Yes. Oh, and some outside, -- some in Washington.

Q What are the contract-letting agencies that you have worked for, Mr. Parker?

A Oh, the Army Engineers, the Bureau of Roads, the State Highway Department of California, Oregon, Washington, and Idaho.

Q Do you have some work going on for the State Highway Department at the present time?

A We have one job we haven't started yet.

Q I will ask you to state whether you appraised the job in question, or, that is, examined the Low Pass Section of the Siuslaw Highway project.

A Yes.

Q With the idea of estimating the costs and preparing a bid on that job, Mr. Parker?

A Yes, I was down there with Mr. Bufton.

Q And what did you do by way of inspecting the site?

A Well, we went over it as carefully as we could, studied the cuts in the old roadbed, which was above this one most of the way, made as careful an inspection as we could of the job on the site.

A64

Q How long were you over the job, if you recall?

A Oh, we probably spent about an hour on the job.

Q And then did you examine the plans that the State had prepared on this job, Mr. Parker?

A Yes. Yes.

Q Did you examine also the drill hole?

A Not at that time. We saw evidence of the drill hole.

Q Yes. Did you examine the drill log?

A After we got back we weren't too happy with our bid, and we called Roseburg and had the log read to us from Roseburg, yes.

Q And what were you informed about the job that made any difference to you in your bid?

A Well, the water condition that showed up in the log was what scared us.

Q Now, there is a drill log in evidence here which shows water at 90-feet level. Is that the thing that disturbed you?

A Yes. The way it was read to us, it said "much water" at 90 feet, or something like that.

Q Then when you called the engineer at Roseburg -- was it at Roseburg?

A Yes.

Q -- you were told that with respect to that, that the original log read "much water" at 90-foot level?

65 A Yes.

Q And what effect did that have on your thinking, Mr. Parker?

A Well, we had just gotten through with a wet job, and I decided we didn't want it.

Q I see. So what did you do about it then?

A We raised our bid from 50 cents to 75 cents.

Q You had originally estimated the job at 50 cents a yard on the basis of how much rock in the Big Cut, Mr. Parker?

A Oh, we figured 25 to 30 per cent to be shot.

Q About 25 to 30 per cent of rock you thought it was, and you estimated an excavation cost of 50 cents, but after you had got this information about the water in the log, you say you raised your bid to 75 cents?

A Yes.

Q Did you expect to get the job at that price, Mr. Parker?

A No. I thought I would be high bidder.

Q You thought you would be high bidder?

A The only reason I bid it is Schram made me.

Q I beg your pardon?

A The only reason I bid it, Schram made me. I told him I didn't want anything to do with it.

Q So you put in a bid for 75 cents, thinking you were clearly protected. Is that right?

A Yes.

Q I see. You turned out to be not the high bidder. Is

A66 that right?

A That's right.

Q From your experience as a contractor and an engineer, would you state what the significance to an ordinary, prudent contractor and engineer is of drawings which reflect a shrink factor between the excavation and the embankment quantity?

A Well, it would indicate that the one that was making up the plans would have an idea it was material that would shrink.

Q That would be diggable material, would it?

A It would usually be, yes, -- some type of material that would compact.

Q Yes. Now, on slopes -- are they of particular significance to an ordinary contractor?

A We don't pay much attention to slopes, because lots of times they are staked flat for extra yardage or something like that. We haven't taken that into account. We do take into account the shrink and swell factors, though.

Q How do you determine that, Mr. Parker?

A Well, usually go through and distribute the quantities in the cut to the various fills and determine the amount that is set up for it. Now, that doesn't mean that it works out as we find it on the job later.

Q I understand.

(Continuing, [illegible]spections, and if we think [illegible] it, but if it indicates to us -- [illegible]ght on it why we just figure that is add[illegible] our judgment.

Q It is confirming ----

A Yes.

Q -- rather than otherwise. Is that correct?

A That's right.

Q And when you say you go through and make the distribution of quantities, are you referring to ----

A What's that?

Q When you say yougo through and make the distribution of quantities, just what do you mean by that?

A Well, one cut may be distributed to several fills, or one fill may come from several cuts. In order to determine the yardage that was taken out of this cut, you have to find where it is going, and take that yardage and compare it against the yardage in the cut.

Q Yes. And is that data data that comes to you with the drawings and shown on the drawings?

A Yes, it is on the plans.

Q That is on the plans. Is that correct?

A Yes.

Q Where the quantity shows so many yards of embankment, or

A68 so many yards of excavation, it is important to you to know how many yards of fill the engineer figured that was going to make. Is that right?

A Yes.

13 Q All right. As you viewed this job, did the cuts on the old highway and the drawings, the shrink factor, and so on, confirm your judgment, until you learned about this water condition, that the cut would contain about 25 or 30 per cent rock?

A That was our judgment of it, yes.

MR. BIGGS: You may cross-examine.

CROSS EXAMINATION

BY MR. LINDAS:

Q Mr. Parker, a shrink factor of 5-1/2 per cent and a final factor of a swell of .7 per cent, in your opinion, isn't a very great variance, is it, sir?

A .7 per cent?

Q Yes.

A No, that wouldn't be too much.

MR. LINDAS: Thank you, sir.

REDIRECT EXAMINATION

BY MR. BIGGS:

Q .7. You may have misunderstood it. It is .7 of one per cent swell as against a 5.6 per cent shrink.

A If the swell is no greater than .7 per cent, that is

A69

less than one per cent of swell in a rock cut.

Q That's right, but by their figures, the measurements that they are relying on, there is a variation from .7 per cent swell to 5.6 per cent shrink.

A Makes a difference of about 6 per cent.

Q About 6 per cent. Yes, sir. 6 per cent on the amount of yardage here -- 850,000 yards was the total bid yardage -- would that, in your opinion, be a material variation?

A I have seen it go a lot worse than that.

Q You could go worse, but that is significant, is it?

A Oh, yes. It's a factor, but it isn't bad.

Q Would you have an opinion on these facts, Mr. Parker, -- first I will ask you, have you seen the cut since it has been excavated?

A No.

Q If the cut, as it was opened up after the first 18 or 20 feet of overburden, developed large, thick layers of sandstone, large sandstone, with very, very thin layers of shale, so that the total quantity is about 95 per cent sandstone to only about 5 per cent shale, requiring systematic blasting on 5-foot centers clear down to grade, the slopes being pulled in when it was found that they had all the material they needed and the contractor's costs were becoming very high, the slopes

A70

being pulled in to a 1/2 to 1, proceeding from there on down to grade, would you have an opinion of whether a cost of $1.06, an actual cost of $1.06 a cubic yard for excavating that rock, would be unreasonable or excessive?

MR. LINDAS: Before you answer that, I have an objection, your Honor. It is improper redirect examination. I asked this witness one question. Now, he is belaboring another point that he should have brought up on direct.

MR. BIGGS: It was merely an oversight.

MR. LINDAS: Well, I object to it.

MR. BIGGS: It is clearly proper.

THE COURT: I recognize that what you say is true, Mr. Lindas. It is outside of the redirect, but if counsel desires to ask him I will permit it.

MR. PETERSON: May I offer a further objection to the question, your Honor?

THE COURT: Yes.

MR. PETERSON: For the reason, sir, that he has not placed in his question all of the elements. He does not say that the strata on the old cut at the summit was tilted at a very, very sharp tilt, and that the strata in the lower cut was likewise tilted.

MR. BIGGS: I don't know what that has to do with costs.

MR. PETERSON: It has a lot to do with it.

A71

MR. BIGGS: I am talking about whether the costs of drilling the material as found here were reasonable costs, and the strata in the old cut make no difference.

MR. LINDAS: The witness says he has never seen it since it was opened, so how could he venture an opinion on it?

MR. BIGGS: I have put a hypothetical question to him, if the Court please, stating the conditions of the rock, and the witness, I think, would know whether those facts are sufficient to say whether the cost is reasonable.

THE COURT: I shall permit the witness to answer the question.

A Well, of course, I haven't seen the cut while it was being opened up, or since. I can say this: that in a tough sandstone $1.06 isn't unreasonable. A tough sandstone cut could be a lot worse than a basalt cut. It drills hard and breaks blocky. I don't know what the cut was, though.

Q (By Mr. Biggs) This broke very blockily and drilled very hard, Mr. Parker.

A It could cost that much.

Q Could it cost more than that, even, reasonably?

MR. LINDAS: If the Court please, that is a leading question, and I object to it.

THE COURT: I will sustain the objection.

MR. BIGGS: All right. That's all.

MR. LINDAS: Thank you, sir. We have no further questions.

A72

THE COURT: You may step down.

(Witness excused.)

MR. BIGGS: Shall we proceed, then?

THE COURT: Yes.

JACK McDOUGALL, a witness recalled in rebuttal in behalf of the plaintiff, thereupon resumed the stand, and, having been previously sworn, testified further as follows:

MR. BIGGS: There was an objection, if the Court please, just at the recess, because counsel felt that a question had misquoted some prior testimony of Mr. Baldock. I had asked the witness this question: Mr. Baldock had testified that the costs -- or had criticized the costs of the contractor because of the manner in which he opened the cut. It was Mr. Baldock's opinion that it should have been opened to the east. At that point counsel made an objection to the question, What effect would that have on the costs? on the ground that Mr. Baldock did not so state.

I call your Honor's attention to this testimony: "Would the witness show what he means by 'this direction'?" "Answer: To the east. Also the material had to move downward on a 7 per cent grade, that is to build an embankment to a 7 per cent grade. It is my opinion that it would have been far better to have started on the east side, and to have taken out this material to be placed in the fill."

That was my recollection of the testimony, and it was on the basis of that point that I wanted to direct Mr. McDougall's attention on the redirect, if the Court please.

MR. PETERSON: May I make an observation, your Honor?

THE COURT: Yes.

MR. PETERSON: Mr. Baldock's testimony had to do only with the manner in which this hump (indicating) was to be dissipated, taken down. That isn't the question, and that isn't the inference that is being drawn by that question, as I understand it. The question is whether we criticized him because he opened the job on the west end instead of the east end, and I merely want the jury to be apprised of the fact that Mr. Baldock was not giving testimony on that subject. He was giving testimony obviously on the subject of the proper method of dissipating this hump (indicating).

MR. BIGGS: Do you contend he wasn't referring to that in connection with costs?

MR. PETERSON: I do not.

THE COURT: I shall overrule the objection, and, Mr. Biggs, the witness may answer the question.

A74 THE WITNESS: What was the question?

DIRECT EXAMINATION (Cont.)

BY MR. BIGGS:

Q The question was this: I asked you this: I asked you, in view of Mr. Baldock's testimony that the costs, he thought, were excessive because of the manner in which the cut was opened, he saying that it should have been opened to the east, what do you have to say about that, if anything, as to its bearing on the costs? Now, you are free to tell the jury whether, in your opinion, the costs would have been affected if it had been opened another way.

A Well, I will have to be a little long-winded on this. It is a complicated problem, but the best explanation I can make leading up to an answer is this: When we found out we were in a solid sandstone cut, which we learned when we were building the fill directly to the west, about the first shot we put off showed that that sandstone was going to break in great, big, massive chunks of tremendous size unless we put the drill holes very close together. They were going to break so big that they couldn't possibly be handled with any kind of excavation equipment without being -- excavation and hauling equipment -- without being subjected to redrilling and reblasting to a certain extent. That is called "secondary shooting."

End
C-3

P-9
k-47

A (Continuing) That is called secondary shooting. We couldn't haul down from a face, opened up on the east end of the cut.

I might indicate from the State's model a little quicker what I am trying to say. (Indicating model.) Here is the final grade line. At this point. Now about building a 7 per cent grade from here on down to the mouth of the canyon, that couldn't be done without rock rolling down and plugging the drainage system. There is an open ditch required there, and it would have required rehandling the material. And the material that would have been dumped off this road, this point, would have ended right here. We couldn't work equipment at the bottom, and at the same time dump material 100 feet down to that equipment and roll great big rocks down on the equipment below without making some kind of a split shift operation. In other words, you might dump a while and then respread that material and handle it in layers. But that just simply wasn't feasible in our opinion. Now this business of taking the cut out--may I refer to the statement?

Q Well, don't read his testimony; you remember it, and you may discuss it.

A All right. He talked about taking the whole thing out, 200 feet deep, in 100-foot sections. Under no circumstances

k-48

would we have been able to work men under a height of that kind, under lifts of 100 feet.

Q What do you mean by lifts of 100 feet?

A Taking out 100 feet at a time.

Q Did he mean you should have started at the bottom here?

A Well, by "lifts" I presume he meant you should take 100 feet off at the top, then get that out, then take the other 100 feet down to grade. But from all the considerations involved, such as his "safety," for example, that was out of the question.

Q Why not? Go ahead.

A You can't hire men to work under a 100 foot face of shot rock--I wouldn't do it and you can't hire men to do it. You can't put expensive equipment in there. You can't shoot tremendous depths like that and get the type of breakage you needn't. You have to have breakage small enough not to have a prohibitive amount of secondary shooting. On those deep holes, a hole 200 feet deep, you can't tell where it is going to bottom out. You can't begin to drill on that pattern and get the breakage required. So believe me, we considered every possible way of working that cut, and we were the people most concerned, and we had more time to study it than anyone else because in the fall of 1952, when we were preparing the area in which the big fill went, we had no reason to change our original thinking about how we were going

k-49

to handle it, which was as I showed you the other day. We were going to take bulldozers and push the material with the same equipment as on these cuts, rubber-tired equipment, which would work efficiently on a grade up to 30 per cent or so, with as big a load as we could put in them, and reduce it with those scrapers to a point where we figured, 100 feet down, we would have to start drilling and shooting and loading with shovels into trucks.

Q At the same time you were taking the top off of the cut, you were building up the fill to grade, is that correct?

A That is correct.

Q So you were approaching a better grade from both ends, from the top and the bottom, is that correct?

A The haul grade which originally was like that, from the top down and from here up.

Q You thought that was about where you would get into the rock, is that correct?

A Yes. Now the State safety inspectors, I know, would never permit us to go into a sandstone face of any considerable depth. They had bad accidents in sandstone quarries--

MR. PETERSON: Just a moment, please. I don't want to hamper your testimony, but if the Court please, the witness is k-50 arguing his case when he states what some state official would or would not do, and of course that is pure hearsay; I think the witness should stay within the bounds of the questions asked.

MR. BIGGS: If the Court please, whatever the state officer might do, there is a safety consideration that Mr. McDougall had to take into consideration, and I think it is proper for him to describe it.

THE COURT: I will sustain the objection to the witness's statement what some third person might do.

Q (By Mr. Biggs) Yes. You might say, however, what action you took on the basis of an action of a state official. Don't discuss what the state officials would do.

A I know, however, we have safety codes and are required to live up to them.

Q All right.

A Now the matter of rehandling is a major one.

Q What do you mean by "rehandling"?

A Any material that had to be hauled out here on grade and then dumped into the canyon for rehandling again by equipment at the bottom, increases the cost by just that much.

Q Would that have been required in Mr. Baldock's method of opening the cut?

A As I understood his explanation, it would have.

k-51

Q All right, go ahead.

A Our method of handling materials that we encountered was to load them once and haul them and dump them as close as possible to the final position in embankment, without any more rehandling than that one operation. If we had dumped them at a lower elevation and then reloaded again, our reloading and embankment costs would have been not quite double because we wouldn't have had to compute it in spreading the layers which we would do the first time, but they would have been almost doubled, and would have been very high.

Q Now Mr. Baldock was critical of your repair costs, as expense items on this job, Mr. McDougall. Have you anything to say about the damage that was done to machinery when it was handling rock of this kind?

A When you start working trucks and shovels on a two-shift, six-day-week basis for months on end, handling nothing but 95 per cent solid sandstone, in great big chunks, you are naturally going to beat up your equipment; the only way you can keep it in operation is to keep proper mechanical crews on the job, and a stockpile of repair parts so that the equipment will be running as many hours as possible out of the scheduled shift hours. Now a lot of that repair work was done on a third shift, at night, and there are overtime premiums to pay that

k-52

start with a second shift, of half an hour, and one hour on the third shift, and so on, under our labor agreement.

The primary reason for the abuse of our equipment on that contract was the fact that we were handling 350,000 yards or thereabouts of solid sandstone, that is very heavy, and very hard on any kind of equipment. We had taken all the precautions that we could; for instance, we would reinforce the beds of the trucks, and we had put retarders on the Tournarockers, which hauled the biggest rocks, to slow them down and prevent the possibility of their getting away in hauling those heavy loads down the steep grade.

And as far as I know, we fought night and day to keep our costs down in every way, shape, manner and form that we could, including repair costs.

MR. PETERSON: If the Court please, this is not factual evidence but is merely arguing the case, and we object to it.

MR. BIGGS: I submit that it is far more factual than Mr. Baldock's statement that if they had opened it another way, after seeing the site for an hour or two, it would have been more feasible. If this is not factual, certainly what Mr. Baldock said was not factual.

MR. LINDAS: You had a perfect right to cross examine him

k-53

about it.

THE COURT: I will sustain the objection and direct that the last part of the answer be stricken.

MR. BIGGS: I am sorry, your Honor--I couldn't hear you.

THE COURT: I sustained the objection and directed that the very last portion of the witness's answer be stricken.

MR. BIGGS: So that I will be clear, your Honor, may I not pursue that line any further?

THE COURT: No, I referred to the last portion of his answer. The reporter will read that part of the answer.

(The last paragraph of the answer, above, was read.)

THE COURT: That is the portion which I directed would be stricken.

MR. BIGGS: Thank you.

Q (By Mr. Biggs) If there is any specific thing that you remember now, in addition to what you testified to, that you did do to keep your costs down, you may describe that; it is the conclusion you drew that was objected to.

You spoke about retarders. Was there anything else you wanted to mention about what you did specifically to keep your costs down?

A Well, offhand I can think of one, a specific example which is typical of our efforts.

Q If you will.

k-54

A The Euclid end-dump trucks that we brought into the Low Pass job came in from another job that we had just completed, when they were brought into this job. They had sideboards on them--I mean that the bodies and beds were built up to haul bigger loads than they would had the beds been left the same size as they were when they came from that job. However, when we put them into the Big Cut at Low Pass, we removed those sideboards in order that they could not be overloaded and damaged by carrying loads that were too heavy for them, in view of the type of material that we were handling, or too clumsy for them, or too top-heavy, which would cause the trucks to turn over.

Q What was your average cost per cubic yard of excavating rock in the Big Cut, Mr. McDougall? If you can tell us.

A I can tell you. The average cost of excavating all the material in the Big Cut on the basis of our costs and the engineers' measurements of quantities.

Q All right.

A For all the material in the cut?

Q All right, that is what I am asking.

A It was $1.069 a yard.

Q Almost $1.07, is that correct?

A That is right.

MR. BIGGS: I think, if the Court please, that that is about

k-55

all I want to examine Mr. McDougall on at this time. There are other data which will be available tomorrow morning, and which I want him to testify on, but I think if counsel wants to cross examine now, they may.

MR. LINDAS: We would rather reserve our cross examination until they are through with the witness, your Honor.

THE COURT: Very well.

MR. BIGGS: I have no further evidence to present at this time, your Honor.

THE COURT: Very well. You may step down from the witness stand, Mr. McDougall.

(Witness excused.)

THE COURT: I will then permit you to recall Mr. McDougall in the morning, and the cross examination may be conducted at that time.

MR. PETERSON: Thank you, your Honor.

THE COURT: Ladies and gentlemen of the jury, we shall recess at this time for the day. Once again I would like to remind you, as I have each day during the course of this trial, that it is your duty as jurors in this case not to discuss, either among yourselves or with any other persons, the subject matter of this trial. You may now be excused until 9:45 o'clock tomorrow morning.

(Thereupon, at 4:05 o'clock P. M., a recess

k-56

was taken until 9:45 o'clock A. M. tomorrow, Friday, January 20, 1956.)

end
P-9

end
P-9

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY, Plaintiff,	)
vs.	)
STATE OF OREGON, by and through its State Highway Commission, Defendant.	)

We, B. D. Peyton and Catherine Mulvey, Official Reporter and Official Reporter Pro Tem of the above entitled Court, certify that we alternately reported in shorthand the oral proceedings had and testimony given upon the trial of the above entitled cause occurring on Thursday, January 19, 1956, before Honorable Val Sloper, Judge of the above entitled Court, and a jury, duly empaneled and sworn; that we have subsequently caused our shorthand notes, so taken, to be reduced to typewriting; and we each certify as to the portions so transcribed from our respective shorthand notes, that the foregoing and hereto attached 130 pages of typewritten matter, numbered 1060 to 1189, both inclusive, constitute a full, true, and accurate record of the oral proceedings had, testimony given, objections and motions made, rulings of the Court thereupon and exceptions taken thereto upon the trial of the above cause on Thursday, January 19, 1956.

Dated at Salem, Oregon, this 19th day of January, 1956.

/s/ B. D. PEYTON
Official Reporter

/s/ CATHERINE MULVEY
Official Reporter Pro Tem

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,
vs.
STATE OF OREGON, by and
through its State Highway
Commission,
Defendant.

DEPOSITION OF LEWIS E. SCOTT

BF-188(3) Low Pass Sec., Siuslaw Hwy., 1956
East of Blachly
#3754 Folder #7

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF LEWIS E. SCOTT

BE IT REMEMBERED that on the 15th day of July, 1955, at the hour of 10:00 o'clock a. m., in the Marion County Court House, Salem, Oregon, pursuant to stipulation between the parties, the deposition of Lewis E. Scott, as an adverse party witness, was taken before B. D. Peyton, official court reporter and notary public for Oregon;

Plaintiff appearing by Mr. Hugh L. Biggs and Mr. C. C. Cory, of its attorneys, and Mr. Jack McDougall;

Defendant appearing by Mr. Ralph W. G. Wyckoff, Jr., of its attorneys;

WHEREUPON the following proceedings were had and testimony taken, to-wit:

(The following stipulation was entered into between the attorneys for the respective parties:)

It is stipulated by and between the parties hereto, through their attorneys of record, that the deposition of Lewis E. Scott, an employee of the Oregon State Highway Commission, may be taken by the plaintiff, as an adverse party witness, before B. D. Peyton, an official court reporter of Marion County, Oregon, and notary public for Oregon, at 302 Marion County Court House, Salem, Oregon, at the hour of 10:00 o'clock a. m., on the 15th day of July, 1955.

All objections as to the time and place of taking the deposition, manner and form of giving notice and any other irregularities in connection therewith are expressly waived. Objections as to the competency, relevancy or materiality of questions asked or answers given are reserved to be made at the time of trial; objections as to the form of questions asked or answers given are to be made during the taking of the deposition or are to be waived.

The reading and signing of the deposition by the witness is not waived.

LEWIS E. SCOTT, being first duly sworn by the notary, was thereupon examined by counsel and testified as follows:

DIRECT INTERROGATORIES BY MR. BIGGS:

Q Will you state your full name?

A Lewis E. Scott.

Q Where do you live?

A 1986 Childs Avenue, Salem.

Q What is your occupation?

A Geologist.

Q What has been your academic training?

A I have a bachelor's degree from Oregon State College in geology, and graduate work. During that time I was elected to the National Geographic Honorary.

Q When was your bachelor's degree?

A In 1946.

Q And that was not in an advanced degree?

A No.

Q Then you completed your schooling when?

A 1947.

Q What practical experience have you had as a geologist, Mr. Scott?

A For a year, in 1947-1948, I was a geologist with the Phillips Colombian Oil Company in South America, doing reconnaisance surface geology, in exploration for oil structures, which consisted of structural geology.

(Interruption.)

Q You were telling me what your professional background had been, Mr. Scott.

A A year's experience in structural geology in South America with the oil company, then six and a half years as a geologist for the Oregon State Highway Commission.

Q You went with them when?

A In 1949, March first.

Q What is your official status?

A Geologist for the Oregon State Highway Commission.

Q You are the chief geologist?

A There are other geologists employed, yes.

Q You have been the chief geologist since you took the position?

A Yes, when I was employed, I was employed as the only geologist at that time and it has since been built up.

Q How many geologists were there during the construction of the Low Pass Section?

A There were nine geologists including myself.

Q Will you just state what the functions of the geologists are?

A The function of the geologist is to advise his superior, whether it is the Division Engineer or the Construction Engineer, as to foundations, landslide control, the classification of materials in the proposed construction, to advise the Locating Engineer on proposed highway locations; but our primary function is to locate and evaluate materials sources, the materials necessary for surfacing.

Q And from what sources do you receive the information necessary for you to advise your superiors?

A Actual inspection of the location on the ground by one or more geologists, discussion of the problem with the engineers involved, geologic publications that pertain to the problem itself, and exploration which we do ourselves.

Q Does the exploration phase of that activity involve always sinking holes or wells?

A It can involve that, it does not always do it. It depends on the problem.

Q Were you directly involved with the preliminary geological survey of the Low Pass Section of the Siuslaw Highway?

A It was done under my supervision.

Q What geologists actually did the ground work, the field work?

A The division geologist who was based in Roseburg at that time was William J. Fretwell, and the geologist who was inspecting the drill and keeping track of the drill logs during the drilling on the summit was Boyd Bush.

Q Did you personally go over that sectinn?

A Yes.

Q On what occasions?

A I was over it when it was - just after the line was located before any construction was done, and I was down several times during the construction period.

Q What was the nature of the observations that you personally made - I mean what type observations did you make?

A To determine what the conditions were going to be on the job as far as the construction department was concerned.

Q And how did you determine that?

A By walking over the line and studying the local geology, and my past geologic knowledge of the Coast Range, in general, of Western Oregon.

Q As to your personal observations, will you just relate what they were, as nearly as you can recall them - from walking over the project, I am talking about.

A Well, the material that was present was a part of the formation which composes the Coast Range, which is predominantly sandstone. In that particular location, proceeding west from the eastern end of the job, it is along a side hill.

Q Proceeding west?

A Yes, toward the coast. The line proceeded along a draw or a stream valley along the side of it, and I cautioned my superior that there would be a possibility of landslides by cutting into that, and we studied the foundations and decided that it was firm because it was on the shale and sandstone and was exposed, and we didn't foresee any major foundations problems.

Q How much of it was exposed at that point?

A There were exposures along the old highway and there were various outcroppings occurring below the highway in the brush.

Q Along the line of the new highway?

A Yes.

Q The exposures from the old highway were those, you mean, that could be seen from the various cuts that had been made in construction of that highway, is that correct?

A Yes.

Q Would you describe what the formations appeared to you to be from those exposed cuts, Mr. Scott?

A The formations or rocks exposed were steeply dipping sandstones, siltstones and shales.

Q When you say steeply dipping, would you tell me a little more in detail what you mean?

A The strata were inclined toward the east in a steep angle from the horizontal.

Q Were inclined or declined toward the east?

A Inclined toward the east, sloping toward the east.

Q At about what angle?

A As I remember, at approximately 50 or 55 degrees. Our investigation showed what we geologists call a local anticline or roll; this happened to be the eastern limb of that arch.

Q To which you are now referring particularly, or did that characterize the whole area?

A No, those sandstones which were exposed in the old cuts in the Low Pass area.

Q Is that particular condition to which you have just referred one that was directly opposite and above the Big Cut on the proposed road?

A Most of the sandstones that are exposed in the several cuts that could be seen from the various cuts that had been made in construction of that highway, is that correct?

A Yes.

Q Would you describe what the formations appeared to you to be from those exposed cuts, Mr. Scott?

A The formations or rocks exposed were steeply dipping sandstones, siltstones and shales.

Q When you say steeply dipping, would you tell me a little more in detail what you mean?

A The strata were inclined toward the east in a steep angle from the horizontal.

Q Were inclined or declined toward the east?

A Inclined toward the east, sloping toward the east.

Q At about what angle?

A As I remember, at approximately 50 or 55 degrees. Our investigation showed what we geologists call a local anticline or roll; this happened to be the eastern limb of that arch.

Q To which you are now referring particularly, or did that characterize the whole area?

A No, those sandstones which were exposed in the old cuts in the Low Pass area.

Q Is that particular condition to which you have just referred one that was directly opposite and above the Big Cut on the proposed road?

A Most of the sandstones that are exposed in the several cuts on the old highway generally are east dipping, as part of that anticline structure.

Q What did you observe as to the proportionate quantity of the sandstone, shale and other materials in those exposed cuts, Mr. Scott?

A Well, my opinion--

Q No, not your opinion - your observation.

A My observation was that the sandstone composed approximately 40 percent, the siltstone approximately 30 percent, and the remainder was shale.

Q Now would you at this point describe for me what sandstone is?

A Sandstone is a rock which is composed primarily of sand particles, usually quartz, which are compressed and cemented together and usually in layers or beds.

Q What are the cementing materials?

A The cementing materials can be a variety of different substances such as iron oxide or limey material. I found in this area that these sandstones were highly compacted and highly compressed rather than cemented.

Q Would that make them hard?

A That would make them very dense and would make them hard.

Q Now what is the - siltstone - is that what you said?

A Yes. Siltstone differs from sandstone only in the size of the particles composing it. Sandstone is a coarser material. Siltstone would be the dust or dirt-sized particles - in other words, a mud-stone.

Q Which would be the harder?

A One is not harder than the other; it depends on its locality.

Q Well, as you saw them there, what would you say?

A They are approximately of the same hardness.

Q Then the shale was--?

A The shale is a black, flaky shale which has been indurated or altered or compressed, and it is very soft.

Q It was your observation that the sandstone was approximately 30 percent, or 40?

A Approximately 40 percent.

Q And the siltstone was approximately 30?

A Yes.

Q And the shale was approximately 30 percent?

A Yes.

Q That makes your 100 percent. Did you observe how it was interbedded?

A Yes.

Q Other than the tilt?

A The geologists would call it rythmic interbedding; it was alternate sandstones and shales and siltstones.

Q What would be the approximate depth of the layers of each, Mr. Scott?

A The shale layers were quite thin, from several inches to a foot in thickness. The sandstone and siltstone layers were considerably thicker, varying up to, I would say, 6 to 8 feet thick.

Q And by "rythmic interbedding" - would that mean that the layers followed each other from top to bottom, or bottom to top, in approximately the same--

A Approximately; it wasn't always sandstone, siltstone and shale, but those three were in about equal proportion as far as the number of beds went.

Q The siltstone laid just immediately upon the sandstone, or was there a layer of shale?

A It depended on the given locality. Sometimes it did and sometimes it did not.

Q Did I understand you to say that on the exposed cut the layer of shale would be as little as an inch, or did you say 4 inches? I have forgotten.

A I would say that it varies from an inch or so up to approximately a foot.

Q You found none of greater width than a foot?

A I don't recall. They were generally much thinner than the sandstone or siltstone layers.

Q And then what was the outcropping that you observed along the line of the proposed highway - how many of them were there?

A On the original ground along the proposed line, after it was cleared, there were occasional outcroppings of sandstone ✓ and siltstone. ✓

Q After the brush was all off, you mean?

A Yes.

Q When you saw it that area had been cleared?

A Yes.

Q Prior to that time it would have been difficult to have seen those outcroppings?

A No - it would have been difficult to get to them, but once you got to the outcroppings, they were visible - sticking above the ground surface.

Q About how numerous were those outcroppings over the course of the proposed highway?

A I don't recall that. As I remember, there were enough for us to make our evaluations on, but the number of outcroppings I couldn't recall.

Q Did you make any observations as to the probable extent of the overburden, the depth?

A We made an estimation of what we considered the overburden to be, on a general average, through the area.

Q Then did you augment your observations and those of your other staff members by drilling a hole or advising the drilling of a hole?

A Yes, one drill hole was put down at the summit of the Low Pass Section.

Q Who located that hole? I mean at whose direction was the site chosen?

A I believe it was chosen by the division geologist.

Q Was that in consultation with you?

A It was with my knowledge, but the location - yes, it was with my knowledge but as I recall it was chosen by the division geologist.

Q Now was that because you felt that it would increase materially your knowledge of the substructure of the summit?

✓

A No, not necessarily. The purpose of the hole was more as a check or as insurance on our opinions, as such, rather than to find out exactly what was down there.

✓

Q Did you make field notes of your observations while you were on the ground, Mr. Scott?

A No, I did not.

Q Did your division geologist?

A Not to my knowledge.

Q Did your resident geologist?

A He made the weekly reports on the job giving the drilling time and who was there, and so forth, which all field crews are required to submit. He submitted those primarily because they were required by the Highway Department.

✓

Q As you walked through there then you made just a superficial visual observation - just what you could see from the surface as you went along?

A Yes, what we could see from the surface and the old road cuts, to make a verbal report to my superior.

Q To whom did you make a verbal report?

A To Mr. H. G. Smith, the Construction Engineer.

Q But that was not by letter or writing?

A No, it was a verbal report.

Q Didn't you make any record whatever of your observations, Mr. Scott - written records?

A Mr. Smith asked that I make a study of that particular problem, at a particular point, and when he does that, my usual report is in a verbal form because he is preparing something and needs that particular part of the information.

Q The answer is that you did not make any record at all?

A I did not make a verbal report.

Q I think you misspoke yourself - you said you did not make a verbal report.

A Excuse me - I did make a verbal report.

Q You did not make any written record, for your own purposes or otherwise?

A Not to my memory, no.

Q Not to your recollection. Do you maintain files on these jobs?

A Yes, we do.

Q Do you have with you your file on this particular job?

A I brought copies of the drilling log which were taken from that file.

Q You do not have the file?

A I do not have the complete file.

Q How is that file entitled?

A Its heading is the "Low Pass Summit, Siuslaw Highway, Primary Highway 34, Lane County."

Q Where is it located? The file - I am speaking of.

A In the office of the combined soils and geology sections.

Q State Highway Commission, Salem, Oregon?

A Yes.

MR. BIGGS: May I ask counsel at this time if he will produce the file voluntarily?

MR. WYCKOFF: Well, Mr. Biggs, that file includes letters which I have written with regard to the defense of this case, and it contains other matters which are privileged and which the plaintiff is not entitled to have.

MR. BIGGS: Your answer is that you will not produce it voluntarily?

MR. WYCKOFF: No; if you will tell me what you want I will be glad to see about it, but it does have things in it which are privileged.

MR. BIGGS: I will ask for all the data in the file prior to the institution of this suit or the filing of the claim by Mr. McDougall for additional compensation on this job. That should be well prior to any time you would have been involved in the case, and any letters, but it should include and I want it to include all of the data that is in there, including letters from Mr. Scott to his staff members or others, written at a time prior to the filing of this claim and relating to the geologic formation of this area.

(Further discussion between counsel.)

MR. BIGGS: May I suggest that if you will have Mr. Scott call his office and have it sent over, we would be very happy to let you go through it and remove from it any data that would fall within the definition of confidential data as you have defined it, anything you have written or that has to do with the merits or demerits of Mr. McDougall's claim. It is just the data upon which the State was acting or on which it had information.

MR. WYCKOFF: Do you want that now?

MR. BIGGS: I will go ahead, but I would like it before the deposition is completed, if I may.

MR. WYCKOFF: All right.

Q (by Mr. Biggs) You say that the sinking of this hole was advised as an insurance against your judgment on the nature of the subsurface structures in that area, is that correct?

A Yes.

Q Did you recognize from your observations that there might be some material variations in the substructure of the summit from the substructures of an immediately adjacent area exposed by the cuts in the old highway?

A Would you repeat that, please?

(Questions read.)

A It was my opinion after looking at the sandstones or the strata in the cuts along the old highway and reviewing the area of the proposed line that the formations were continuous, that what was shown in the highway cuts was generally what we would find in excavation along the new line.

Q Then what would be the purpose of the hole, again?

A Merely as a check against any unforeseen difficulty. It is rather hard ~~or even~~ but not impossible for a geologist to accurately predict what is 200 feet underground. We felt sure in our

L.E.S.

own minds that our interpretations were correct, but a drill hole is a physical thing which will actually determine whether we are right or whether we are wrong.

Q And it isn't unusual from a geological standpoint to have substantial variations in a distance of 200 feet, is that correct?

A Well, variations can mean a lot of things.

Q Yes; well - material variations?

A Not necessarily, if the geology isn't too complicated by conditions such as faults or folds or something of that sort.

Q But you do run into radical changes, I presume, in less than 200 feet in a lot of territories?

A It is possible, but it isn't always understood that you do run into these variations.

Q I understand. Did you advise the location and drilling of more than one exploration hole, Mr. Scott?

A No. We put down the one hole.

Q And why was the particular site adopted?

A The site was adopted for two reasons - one, it was on the Big Cut on the job where most of the yardage would come from, and two, the actual location was controlled by the presence of an old logging road which extended from the old highway out across this summit or the ridge which formed the summit of this hill, and it would have been almost impossible to put a drill rig anywhere else.

Q The accessibility then was one of the controlling factors?

A The controlling factor, yes.

Q Who made that hole?

A You mean--?

Q Who actually did the work on it?

A The driller?

Q Yes.

A A man by the name of Jim Barrackman, I believe.

Q And what did his crew consist of?

A It consisted of himself as the driller, and one helper; a two-man crew.

Q What did his equipment consist of?

A A truck-mounted churn drill or cable tool drill. It was a 240 Star.

Q And what member of your department supervised the drilling or at least attended the drilling?

A A geologist by the name of Boyd Bush.

Q What were his instructions and duties?

A To interpret to the best of his ability what the geology was, as to the type of material encountered as the drilling progressed.

Q With what frequency did he make observations of the progress of the drilling and the materials being obtained?

A Well, Mr. Bush was there at certain times, I believe, almost every week, but now just how much time he spent on it each day, I don't know.

Q Well, to do a competent job of interpreting, would it be important for him to examine materials being excavated by the driller--

A Not at all times.

Q At frequent intervals?

A At frequent intervals, but not constantly.

Q Not constantly, but I mean at frequent intervals depth-wise, every 2 or 3 or 4 or 5 feet?

A No, that close a supervision isn't required.

Q What is the closest supervision considered competent geological supervision?

A Well, if he is drilling in a fairly uniform material, he doesn't really need to check anything except variations or changes from that.

Q He is concerned only with taking a new observation if there is a change in the type of material encountered?

A That's right.

Q Can the driller be relied upon to inform him when he encounters a different type of material?

A Yes.

Q And he would then notify him?

A Yes.

Q And what would the geologist do about it mechanically at that time?

A He would examine the samples that were brought up and discuss the change with the driller, what the change felt like on the controls of the drill.

Q Then how would he report that to you folks?

A He would report it either verbally or in the form of a log, his opinion as to whether it was harder or softer, and what caused it; if the type of material had changed, he would know what type of material had been encountered.

Q Would he send samples to you?

A Only if required to.

Q Did he on this occasion regularly send you samples for analysis in your laboratory - or did you have a laboratory, by the way?

A Yes, the engineering laboratories here in Salem. But to my knowledge I don't remember of any samples being taken or sent to the laboratory.

Q Would your file contain the reports that he made to you in writing?

A Yes, the driller's log and the weekly reports which are required.

Q That would be included in the file which you just identified, is that correct?

A Yes.

Q Would you get information from him in any other form?

A Only by a periodic visitation of the job and talking to him.

Q Did you make any other visitations of the job while the drilling was in progress?

A I believe I was there once or twice while the drilling was actually in progress, and I know I was there several times subsequent to that.

Q As I have understood from previous witnesses, Mr. Scott, the material that was brought up was in a mixed, conglomerate form of broken-up materials.

A That's right.

Q It was not in the nature of a core--

A That's right.

Q --that showed the precise layers?

A It would be grindings, actually, and chips.

Q Could you tell from that how the material was interbedded?

A Yes, because the type of material which is brought up is representative of what the drill was cutting through, and the driller's knowledge of the hardness of the material - he could tell when he went from a harder to a softer layer; it would give us indications that way.

Q Did he report to the resident geologist in writing or in the form of any kind of written record his impressions of the hardness of the material?

A No, on each visit of the geologist, he would tell him just what he had encountered in the hole since the last time the geologist was there, and presumably would save baler's samples that would come up for the geologist's examination.

Q And would the geologist from his examination of those baler's samples be able to segregate the different type of materials and their proportionate quantities?

A He definitely would be able to segregate and determine the

the materials. Their proportionate quantities would be less exact but he would be able to form a rather close estimate.

Q And did he do that in his reports to you?

A No, I don't remember him making such a detailed report. As I say, the purpose of the hole was more of a check. We had made our determinations prior to the actual drilling of the hole.

Q Then at some time you prepared a log, did you, for transmission to the contractors?

A The driller's log.

Q The driller's log?

A At the completion of the hole.

Q Do you have a copy of that with you?

A Yes.

Q May I see that, please?

A (Handing document to counsel) A copy of the driller's log as sent to me, with my pencilled corrections. That is a print of the original log.

Q Is your copy clearer? It looks like it is.

MR. WYCKOFF: This is a copy of a different log.

Q I see.

A There are clearer copies of that, that we could obtain for you if you want it.

Q Does yours relate to this same thing?

MR. WYCKOFF: Yes.

Q Did you have any log other than the one that you have just handed me?

A I have a log that I made from - using that as the basis of mine. The log that Mr. Barrackman turned in, I felt was not complete or at least not representative as far as I was concerned, so I rewrote the log for inclusion in our files.

Q I see.

A Those pencil notations on the right hand side of that page were made by me, and I decided it was still not too clear in its meaning, so I rewrote the log.

Q I see. When did you rewrite the log?

A The log was sent in customarily by mail and would arrive on my desk some two or three days after it was sent in from the field; and at that time I rewrote it. I made those notes and then rewrote the log, before making another log; it would be within--

Q The date this log bears - and it is signed by Mr. Barrickman, whose name, as he spells it, is B-a-r-r-i-c-k-m-a-n - the 28th of March, 1952.

A Yes.

Q You say that when you received that log from Mr. Barrickman you wrote your interpretations of the log and changed the log, is that correct?

A I didn't change it, I altered the log or rather put my interpretation of what he had on the log there when it came across my desk about three days after that March date.

Q In doing that did you do your rewriting on the basis of an analysis of the samples themselves?

A No.

Q Or on what you supposed the materials probably were?

A No, as a result of my observations of the type of materials exposed in that area.

Q That you had observed on your several visits?

A Yes.

Q And you had not seen any soft, black basalt - "b-y-s-a-l-t"-- in any of the exposed areas in the old highway?

A No.

Q Therefore without looking at the materials that the driller actually brought up from his test hole, you assumed he could not have brought any black basalt up from that exploration hole, is that correct?

A Yes; it would be very unusual to find any basalt in that area.

Q So you simply wrote here that it was indurated shale?

A Yes.

Q And on the copies that went to the contractors at a later time, you did not include a copy of the driller's own log?

A The copy that you have in your hand is what went to the several contractors who asked for them.

Q At this time I would like to have marked for identification as Scott Deposition Exhibit 1 the document to which the witness has just referred.

(Copy of driller's log dated 3-28-52 marked
Scott Deposition Exhibit 1.)

Q I am handing you now, Mr. Scott, the document to which you have referred and which the reporter has marked Scott Deposition Exhibit 1, and I will ask you to examine that again and for you to state if you know whether that was or is a true copy of the log, driller's log, that was handed out to the contractors in this case, prior to their making their bids and particularly to the contract of Mr. McDougall.

A This is a Verifaxed copy of the original log made by Mr. Earrickman.

Q With your modifications on it?

A My modifications were put on the log or copy that came into our office; the copies that went to the Resident Engineer and to the Division Engineer involved did not have my modifications on it.

Q Which didn't have?

A The ones that went to places other than my office, such as the Resident Engineer's office or the Division Engineer's office in Roseburg.

Q Did not have your modifications?

A Did not have my modifications. Only the log that came into the Construction Department.

Q Deposition Exhibit 1, which you are looking at, does contain your modifications?

A Yes, it does.

Q And part of those modifications, at least, are initialed, is that correct?

A That's correct.

Q Will you just read into the record the parts of the log that are your modifications?

A "Indurated shale, not basalt; alternate sandstone and shales; Eocene type formation; drilling moderately hard; indurated shale, hard drilling; 90 feet of water in hole." Initialed "L.E.S." Further down on the page , two notations, "Eratics or concretions" with arrows pointing toward Mr. Barrickman's logs.

Q What you just read is what you added to Mr. Barrickman's log?

A That was added to Mr. Barrickman's log.

Q That wasn't on the basis of your personal observation - or on your personal analysis of the drill borings but on just the surface observations you had made prior to the drilling of the hole?

A Based on my surface observations and in discussion with the geologist that was on the site, his impressions and his memory of the baler's samples. I had discussed it with him, although I had not seen them.

Q Was it based on anything he had written to you in the form of a report?

A No.

Q Now, as I understand, that Deposition Exhibit 1 or the original or copies of that, containing your modifications on it, were sent to whom again?

A The original log, as made out by Mr. Barrickman, was made out in several copies. The original, I believe, was sent to the Resident Engineer; other copies were sent to the Division Engineer, and one to me here in Salem.

Q All right. What did you do with the copy that you received?

A I made the modifications when it came to my desk, then included it in the files which we keep on the jobs.

Q Was that then sent to anybody else?

A No.

Q Not to the engineer on the job or anybody else?

A It was not sent to anybody else but it is made available to any contractor or engineer who wishes to look at it.

Q Then did you prepare a copy or a condensation of this log for distribution to the contractors?

A No.

Q Do you know who did do that?

A I didn't know that there was any copy other than Barrickman's that was available in the field.

Q Do you know what person or what personnel was authorized to hand copies or purported copies of the drill log out to the contractors?

A The Resident Engineer or Division Engineer.

Q Who was the Resident Engineer on this?

A Jim Putnam.

Q Do you know from whom Jim Putnam received copies of the drill log that he submitted to the contractors?

A He would have received them directly from Mr. Barrickman.

Q From Mr. Barrickman?

A The original log.

Q How about Mr. Edwards, would he also receive them directly from Mr. Barrickman?

A From Mr. Barrickman.

Q So if the log that was passed out to the contractors differed materially from Mr. Barrickman's drill log, without your modifications, then somebody else would have made those variations - you had nothing to do with it?

A That original log, I made only the notations on it, and that particular copy went into our files. A second log or a compilation of that log, that I made for our own files, may have been sent out to the engineers; I don't know.

Q Who would have sent those out?

A Presumably our office man or Mr. Weber.

Q Who was the office man?

A Clarence Gregg.

Q Is he a geologist?

A No.

Q Who is Mr. Weber?

A He is an assistant construction engineer.

→ Q I am handing you now a yellow sheet, which I will first ask the reporter to mark for identification.

(Drill log, yellow sheet, marked Scott Deposition Exhibit 2.)

Q I will ask you to state if you have ever seen the counterpart or an official copy of that drill log as it is there written.

A Yes, I have seen that.

Q Where?

A I made this out originally from the log; Mr. Barrickman's original log I did not feel represented accurately the conditions there in the Low Pass Summit, so I revised the log to make it more suitable for our files, so it would mean more to any geologist or engineer reading it, more information as to the materials. Now whether that log was sent out or not, I do not know. It could have been sent out by someone else.

Q That is not the modification?

A No. That differs from this.

Q In fact, the condensation that is shown in the form of Exhibit Number 2, you say, differs materially from the contents of Deposition Exhibit Number 1, is that correct?

A It doesn't differ materially, it is rewritten in different language. The number 2 was made entirely by me; number 1 was Mr. Barrickman's log.

Q Now state whether or not, on the log presented by Mr. Barrickman, the word "Sandstone" appears any place in his writing.

A No, the word "sandstone" does not appear in the part Mr. Barrickman has made.

Q For the full depth of the hole, 160 feet?

A No.

Q What are the materials that he reports in his log?

A Sandy clay, clay, basalt, schist, shale, clays and boulders.

Q And what is the showing of the extent of the boulders, from his log?

A One and one-half feet on the first one, and one foot on the second one.

Q By the word "boulders", did that indicate a layer throughout, or just a sporadic-appearing boulder - the term "boulder"?

A The term "boulder" would indicate a very localized substance.

Q Does the word "sandstone" appear any place on that report even in your writing, on that Exhibit Number 1?

A Yes, it does.

Q And where?

A "Alternate sandstones and shales."

Q That was your modification of the drill log?

A Yes.

Q And made without personal observation of the drill borings?

A Made without personal observation.

Q All right. Now on the condensed and changed driller's log which you prepared and which you say is evidenced by a true copy of it, identified in this record as Deposition Exhibit Number 2, state if the word "sandstone" appears any place in the seriatim report of the materials encountered at particular depths.

A Yes.

Q Where?

A "Formation is alternate sandstones and shales."

Q No, I say in the seriatim report of the materials at specific depths. You are not listening to what I say; I am not talking about the summary - I am talking about the materials described at various depths. Does the word "sandstone" appear any place there?

A No.

Q For the full length of the hole?

A For the full length of the hole.

Q It does appear then in the summary that you wrote?

A Yes.

Q Without having observed the material?

A That came out of the hole.

Q That is what I mean.

A But I have observed the area where the hole was drilled.

Q Now you have handed Mr. Wyckoff, as counsel, the third document at the time I requested production of Barrickman's drill log, and what is that document?

A This is a copy of the log I made to clarify Mr. Barrickman's log.

Q And still different from the modifications you made directly upon Mr. Barrickman's log, Exhibit Number 1?

A The actual wording is different but the content is the same.

Q May I see that, please, and I will ask that it be marked for identification.

(Copy of drill log dated 3-28-52 marked Scott Deposition Exhibit Number 3.)

Q I am referring now to the document which you have just handed me and which the reporter has marked for identification Scott Deposition Exhibit 3, and I will ask you to state if that is still different from either one of the other two drill logs we discussed - Mr. Barrickman's with your modifications on it, a condensation of Mr. Barrickman's, and Exhibit 3 itself.

(Witness examining document.)

MR. WYCKOFF: What was the question?

(Question read.)

A The copy, Exhibit 3, the log I wrote, and the copy listed as Exhibit 2 differ in two respects. The stationing given for the hole, on the copy, is not the stationing that appears on my report. The notation about water in the hole is not complete.

Q What is the difference?

A On Exhibit 2, the copy notes "Water at 90 foot level." On my report, I wrote "Much water at 90 foot level; 90 feet of water standing in hole at present time."

MR. WYCKOFF: (to reporter) Will you read that?

(Answer read.)

MR. WYCKOFF: This is just a matter of reading this - it says "90 feet water" - no "of".

Q (by Mr. Biggs) When you say "your report", you are referring to Exhibit 3?

A Exhibit 3.

Q With respect to Barrickman's log - state whether or not Barrickman's log, even with your first modifications on it, makes any reference to water.

A Barrickman's log, as such, makes no reference to water.

Q Did you, in your modification of Barrickman's log, make any reference to water?

A Yes.

Q What did you say there?

A "90 feet water in hole."

Q That is Exhibit 1?

A That is Exhibit 1.

Q Now upon what did you base your modification of Barrickman's report, water at 90-foot level?

A The information about the water in the hole I got from Mr. Barrickman myself.

Q What was the significance then of your adding "Much water at 90-foot level" in the preparation of Exhibit Number 3?

A The 90-foot level was where water was first encountered, a considerable flow was first encountered, and it kept the hole full as the hole progressed downward.

Q Then why, in preparing a report or a condensation of the report that subsequently went to the contractor, didn't you say much water at 90-foot level - why did you drop the information that you had put on your first modification of Barrickman's log?

MR. WYCKOFF: That is somewhat of a leading question. Do you know which one actually went to the contractor?

A No, I don't. Number 1 was available to the contractor. I don't know whether my log or Exhibit 3 was available or not, to the contractor.

Q Please answer the question and the remainder of the question - why did you change your description of the water from "much water at 90 feet" and "90 feet water standing in hole" to just "water at 90-foot level"?

A I didn't change it. The sequence of writing the reports was the other way around. I noted "90 feet of water in the hole" then when I was writing up my log, I noted there was much water in the hole.

Q Did you deem that a significant bit of information for either your engineers or the contractors to know?

A No, not necessarily; this was made for my own use.

Q Now to get it perfectly clear, do any one of the three documents that we have referred to contain, in the information reported by the driller, a description of any of the materials as sandstone?

A You are referring to - in the column log?

Q In anything reported as such by the driller?

A No, not by the driller.

Q That was your interpretation?

A That's right.

Q May I have the driller's log, please. (Handed to counsel.) Will you define what is meant by overburden, Mr. Scott?

A Overburden is that material at the surface of the ground which is composed of weathered materials and soils, loose.

Q That is a soft, diggable material?

A Yes.

Q What is meant by sandy clay?

A A clay that has a large proportion of sand-sized particles in it; coarse material.

Q And what can you say about the texture of that material as to its compactness and its diggability?

A Well, the term sandy clay says nothing about its diggability.

Q As compared with overburden?

A Presumably harder.

Q And as compared with shale?

A Shale would be considered much harder than overburden.

Q Than sandy clay - I am talking about now.

A Yes, shale would be much harder.

Q Than sandy clay. What is the description "clay, light sand"; what does that mean to a geologist?

A Clay and fine sands mixed in with it.

Q Would that be softer than shale?

A It could be.

Q Could be, or probably would be?

A Well, in a general term like this, it is hard to say probably; it could be softer.

Q How did you interpret it in this particular instance?

A I would interpret it as being somewhat softer than the shale.

Q What is meant by soft black basalt?

A That was the driller's term.

Q Do you know what is meant by that?

A I would consider any basalt a hard rock.

Q If it were described as soft black basalt, could that mean a basaltic sand?

A If it was basaltic sand, why not just put basaltic sand? I would assume it was parent rock, by that terminology.

Q Did you look at any of the samples?

A I looked at the black material.

Q What was it found to be?

A It was found to be part of the sandstone, black sandstone.

Q And what is "grey chist"?

A Grey schist is an altered or metamorphosed, sedimentary rock that has been considerably hardened.

Q What is the last - "sedimentary" - did you say?

A Yes; it is usually a hardened shale, or altered.

Q Would you say it is harder than shale?

A Yes, it would be harder than shale.

Q What is shale then?

A Shale is a sedimentary rock composed of fine-sized materials laid down at the bottom of the sea and later compacted into a layered formation.

Q Is it rock fundamentally?

A Fundamentally rock.

Q Or is it clay?

A No, fundamentally shale is a rock.

Q Why is it softer then, softer than rock?

A There are various degrees of hardness as expressed by rock. Average basalt is harder than average shale; both are considered rock.

Q What about the shale that was out in this location, as you observed it?

A The shale in that location as I observed it was very soft.

Q What is blue fire clay?

A Again, the driller's terminology.

Q What did the samples show it to you to be? As you observed the samples?

A The samples of that particular material that he called fire clay were the grindings or the material brought up from having gone through the siltstones, the finer siltstones.

Q What about its compactability as compared with shale?

A You mean the siltstone or the clay?

Q The clay.

A The clay would be softer than shale.

Q Then does blue clay mean the same as blue fire clay?

A Fire clay is a particular type of clay, of course, used in kilns or the ceramic industry and is noted for its purity rather than anything else.

Q But its compactability is about the same as that of clay generally, is that correct?

A Yes.

Q And softer than shale in this instance?

A Yes.

Q Then where you have reported here or where the driller has reported here, "boulder" in two different places, you have written to the side, with split arrows going to each of those notations, something here - and I can't read that. Would you read that for me and tell me what it means?

A Erratics or concretions.

Q What does that mean?

A Both are geologic terms; erratic means a boulder or foreign material deposited by some unusual method. A concretion is a harder mass which is formed within a formation, and it is not brought in.

Q They are both localized conditions?

A Those are both localized.

Q What is meant by the hyphenated word "clay-sand"?

A That is a sand that has a very high percentage of clay in it. It is near the borderline where it would be sandy clay or clay-sand, depending on percentages.

Q If you had looked at this driller's report without having made any observations on the ground at all - just reading what he has reported - could you have, any place from that information, justified an interpretation of sandstone?

A Without ever having seen the ground at all?

Q Yes.

A Seeing it for the first time across the table, there would be no indication. Having seen the original ground, then my interpretation would be different.

Q In other words, if you took just what had been reported to you by the driller, the samples, you would not have reported in your records the presence of any sandstone whatsoever?

A There is no sandstone indicated by Mr. Barrickman.

Q But having been out on the property and having seen the exposed cuts some 200 feet away in which sandstone appeared, then you wrote into the driller's log--

A That's right.

Q --your opinion that these things were sandstone?

A Yes. I did not feel that Mr. Barrickman's log accurately represented what was there.

Q In Exhibit Number 2 where you prepared a little summary - "Formation is alternate sandstones and shales; drilling moderately hard because of abrasive character of material and high compaction factor; hard drilling through indurated shale zone; boulder or concretion encounter at 137 and 149 feet" - did you intend to give any opinion at all upon the quantities of sandstones and shales?

A No, I was considering it as the over-all.

Q And would you have assumed from that that the formations of sandstones and shales and the alternate laying in approximate thickness of the layers would have been the same in the summit as it was on the exposed cuts of the old highway?

A I would expect them to be very similar; in fact, continuations of them.

Q You put that in - "alternate sandstones and shales" - because you had seen alternate sandstones and shales in the exposed cut and you presumed that condition would have continued throughout the summit, is that correct?

A Yes.

Q If then upon the exposing of the substructure of the summit cut, the sandstone appeared in much wider layers and the shale in much smaller layers than in the exposed cut, that would have represented a material change in substructure conditions, would it not?

A No, I wouldn't say it would be a material change because if you see a sandstone layer being 3 or 4 feet thick, and a shale layer being a certain depth, it depends on how evenly the formation is imbedded. Many of those are quite even, many formations are not.

Q So you wouldn't think that that would be a matter of importance to a contractor?

A I think it would be a matter of very great importance to a contractor.

Q Well, from that standpoint then, you would say that there was a material difference in the type of a substructure, from a contractor's point of view, if the shale were in much, much smaller layers under the Big Cut than they were in the exposed cut of the old highway?

A If they were that way, yes.

Q Does the term "layer" have any geological significance - in itself, I mean?

A Not particularly.

Q Is it a technical term used by--

A The technical term is stratum or strata.

Q Is there a technical term known as "lenses"?

A Yes.

Q What is a lens as distinguished from a stratum or strata?

A Stratum or strata, the definition is that it is a continuous flattish line or bed, whereas a lens is limited usually as to length; it terminates at a point on either end.

Q Is there any difference between the terms with respect to the thickness, of layers as opposed to lenses?

A Not necessarily.

Q Generally speaking, since the lenses do terminate at a converged point, they are thinner than layers which are a continuation through - would that be a fair assumption?

A No, because the words "strata" or "stratum" are usually modified by an adjective giving the relative thickness.

MR. BIGGS: Now I wonder, Mr. Wyckoff, if you would get the file for us, and this would be a good point to recess.

(Recess.)

(FURTHER DIRECT INTERROGATORIES BY MR. BIGGS:)

Q Now, Mr. Scott, at my request you have produced for us the file from your office entitled Low Pass Summit, Siuslaw Highway, Primary Highway 34, Lane County?

A Yes.

Q And have you removed contents from the file?

A Only those that have taken place since this started - the suit.

Q And will you state, not the substance, but just what was removed? Letters?

A Letters referring to the case, from our attorneys and between members of our department, which since they referred to this subject were filed in this file.

Q Those were the only matters removed?

A Yes.

Q The technical data?--

A The technical data is here.

Q --which were placed in the file prior to the filing of the claim by Mr. McDougall against the State Highway Commission is still in the file?

A Still in the file.

Q May I see the file, please?

A (Handing to counsel.) There are several prints of each of these logs in there.

Q Mr. Scott, will you take this file and indicate to me the reports that have to do specifically with the drilling on the Low Pass section?

A (Examining file.) Would you read the question?

(Question read.)

Q The geologist's report or the driller's log, whatever it is.

A The weekly reports?

Q Yes.

A These are weekly reports - dated February 23, 1952, by Boyd Bush. March 1, 1952, by Bush. March 7, by Barrickman. March 15, by Barrickman. March 21, by Barrickman. March 28, by Barrickman. All of those were 1952.

Q Any others?

A Those are the only weekly reports.

Q The only weekly reports?

A Yes.

Q The drilling time then extended over what period of time - if you can tell me from that.

A Mr. Bush's weekly report notes that the drilling rig was set up on the 21st of February.

Q When did they bottom-up, when did they finish?

A On March 28th. I wish to point out that that was just the time the rig was setting there and not the elapsed drilling time.

Q I understand that, Mr. Scott. What was the quality of the material noted by the driller at the bottom of the hole when he ceased drilling at 160 feet?

A March 28th, Friday, bottomed up in clay and black sand. 90 feet of water in hole, water standing in hole.

Q Will you let me look at the report again. Mr. Scott, I notice here in the report of March 15, 1952, signed by Barrickman, these words - "spooled new cable and set socket". Was that because of a break in the cable at any time?

A No, that was because of the cable wearing out over a period of several years.

Q To your knowledge at any time during the drilling process did the bit at the end of the cable stray off the perpendicular or vertical line of drilling at an angle so as to perhaps wear the cable against the side?

A Not to wear the cable against the side, no.

Q Did it stray off, to your knowledge, into soft seams?

A In the drilling in those inclined strata it is always hard to maintain a vertical hole, and for that purpose we bought what we call a cross-bit or four-cut bit; instead of a chisel shape, it has a cross like this (indicating) which enables you to drill a straight hole in the inclined strata.

Q To your knowledge, the hole was straight?

A So to my knowledge, the hole was straight.

Q Why was the hole not extended beyond the 160 feet, Mr. Scott?

A One of the purposes of drilling the hole was to try to locate for the Division Engineer, Mr. Edwards, in Roseburg,-- he had hoped to find a different type of material at the bottom of the hole that he could use for topping, and we geologists had told him that we considered the material uniform all the way down, and when we got to that depth Mr. Edwards agreed that the material was uniform, that there wasn't anything any better that could be used for topping, and that for our purposes it had checked our geology, so we pulled ~~it~~ out.

Q You felt that at 160 feet you had demonstrated that the cut all the way down to the bottom would be uniform?

A Yes.

Q And what type of materials were reported - the type of materials produced by the drilling?

A You mean by the driller's log?

Q Not the driller's log - by the excavation from the drill bit?

A I think the drilling produced a representative analysis of the material there, but I do not agree that it is represented by Barrickman's log.

Q Because you differed with him in the interpretation?

A That's right. As far as the geologist goes, we got adequate information from the churn drill.

MR. BIGGS: Is this the original?

MR. WYCKOFF: Those reports are, as far as I know.

MR. BIGGS: They will be available?

MR. WYCKOFF: As far as I know, yes.

Q (by Mr. Biggs) May I inquire your present status with the State Highway Commission?

A My present position?

Q Your status - are you on leave of absence?

A No, I am employed by the Highway Department.

Q We had some information that you were planning to leave the country.

A I am planning to but I have not given my letter of resignation as yet.

Q You are planning to resign from the Commission?

A Yes.

Q It is not a case of just taking a leave of absence?

A No, the job I am taking is a one-year contract in the Kingdom of Jordan, in the Holy Land, and at the expiration of that I will probably return to Salem long enough to settle my affairs and then leave again, but at the moment I have no intention of returning to the Highway Department.

Q Then for the next year, in all probability, you will be out of the country?

A That's right.

(Counsel conferring.)

Q What do you use for topping materials, Mr. Scott?

A We usually use the best rock available, or a good rigid or sound material.

Q And what would that be in that area out there?

A If we could find adequately hard sandstone or something of that sort, it would be suitable.

Q Sandstone could be hard enough to be used for topping?

A It could be hard enough, but we want something that will not break down or disintegrate or have clay in it; ~~"p.i.s.~~ "P.I." ", we call it. Preferably hard or igneous rock is used, but to save costs we sometimes use a local material if it is of satisfactory quality.

Q From your drill hole you found no materials hard enough to serve as a topping?

A I don't remember what type of material was used on that job. We found sandstone of adequate quality to be used but whether sandstone was used as topping, I don't know.

Q Did you find that from the drill hole - that is what I was talking about.

A As I remember - I would have reported on the basis of my geologic examination rather than from what I found in the drill hole, in reporting to my superiors.

Q I understand, but taking the borings from the drill hole, would you have reported on that basis alone that there was not quality rock for topping?

A No, because we found hard sandstones down there, but from the drill pounding it up and churning it up in the presence of water, it is hard to tell just what its other characteristics are, other than its hardness.

Q But it was hard enough?

A Yes, hard material that would have been of suitable quality, as far as hardness is concerned.

Q Did you report that to your superiors?

A As I say, I don't remember just what the discussions were on topping at the time.

Q Now in the foot by foot log prepared by the driller, do you find any reference to sandstone?

A As to the word "sandstone", no.

Q In any one of the three reports we have discussed, Exhibits 1, 2 and 3, is there any reference by the driller to sandstone?

A By the driller, to sandstone?

Q Yes.

A No.

Q Or in the log that he submitted?

A The part of the logs that the driller actually made, no.

Q So that the word "sandstone" is first introduced into the State Highway Commission's records of the drill borings by you in modifying the driller's log, is that correct?

A That is correct.

Q All right. In preparing the driller's log, does the resident geologist collaborate?

A In the driller's log?

Q Yes.

A Yes, he would collaborate, although actually he would normally make one of his own. Now whether he did or not on this particular job, I don't know, because at that time we were just getting our exploration section organized and going, and Barrickman was new, and this particular geologist, Bush, was new, and we hadn't gotten our organization thoroughly squared away to where we knew who was doing what, so far as reports were going. Normally, the geologist would submit a geologic report and the driller would submit a foot-by-foot report, how much casing he was using and so forth and so on, but they seemed to have doubled up on this job.

Q On this particular job. It is your testimony you do not have any record of a report made to you directly by the resident geologist?

A I have no memory of such a report being submitted. It may have been, but I don't remember.

Q It was not included in this file?

A It was not included in this file. However, I was familiar enough with the job, having been down in that area and talking to this geologist on his return to Salem, to keep myself familiar with the conditions they encountered.

Q You assumed from the fact that he did not submit to you his own independent log that he had collaborated with the driller in the preparation of the driller's log, is that correct?

A I would presume that these geologic terms used by Barrickman were gained in his conversations with the geologist to some extent, whether they are used correctly or not.

Q What was Mr. Bush's training?

A He has a graduate degree in geology from Oregon State College.

Q That would be a Master's Degree?

A No, he has a Bachelor's Degree; he graduated in geology.

Q Graduated, then did he do advanced work in geology?

A No.

Q What practical experience had Mr. Bush had?

A I don't remember whether he had had one or two years experience at that time. He had worked for the Highway Department in an engineering capacity before he started in as a geologist.

Q How old a man is Mr. Bush, approximately?

A He is 36 at this time. His schooling was interrupted by better than five years, I think, in the navy, and some extra time working on his family farm, so that his college education was quite thoroughly interrupted.

Q This job though with the State Highway Commission came shortly after he had graduated from Oregon State College?

A Since graduation from Oregon State he has been employed only by the Highway Department, first in engineering and then as a geologist.

Q After he got the B.S. degree in geology, he was still employed as an engineer by the State Highway Commission?

A His first employment was as a - well, it was on a survey crew, Resident Engineer's crew, as a chainman and that sort of thing, then when we had an opening for a geologist, we promoted him into it.

MR. BIGGS: I think that is all, Mr. Wyckoff.

(CROSS INTERROGATORIES BY MR. WYCKOFF:)

Q Mr. Scott, reference has been made to a paper identified as Scott Deposition Exhibit Number 2. Was that prepared by you, Mr. Scott?

A The report of the log given on that?

Q Yes.

A Yes, it is a copy of a log that I made.

Q Is it a true and accurate copy?

A No, it is not.

Q Will you state in what respect it is inaccurate?

A He is 36 at this time. His schooling was interrupted by better than five years, I think, in the navy, and some extra time working on his family farm, so that his college education was quite thoroughly interrupted.

Q This job though with the State Highway Commission came shortly after he had graduated from Oregon State College?

A Since graduation from Oregon State he has been employed only by the Highway Department, first in engineering and then as a geologist.

Q After he got the B.S. degree in geology, he was still employed as an engineer by the State Highway Commission?

A His first employment was as a - well, it was on a survey crew, Resident Engineer's crew, as a chainman and that sort of thing, then when we had an opening for a geologist, we promoted him into it.

MR. BIGGS: I think that is all, Mr. Wyckoff.

(CROSS INTERROGATORIES BY MR. WYCKOFF:)

Q Mr. Scott, reference has been made to a paper identified as Scott Deposition Exhibit Number 2. Was that prepared by you, Mr. Scott?

A The report of the log given on that?

Q Yes.

A Yes, it is a copy of a log that I made.

Q Is it a true and accurate copy?

A No, it is not.

Q Will you state in what respect it is inaccurate?

MR. BIGGS: For the sake of the record, you are referring to the yellow sheet, Exhibit 2?

MR. WYCKOFF: Yes, Scott's Deposition Exhibit 2.

A It differs from the original log that I made, in the notations, the Exhibit 2 or the yellow copy--

MR. BIGGS: Just refer to whatever other document is identified by number, if you will, Mr. Scott.

A It differs from Exhibit Number 3 in that the log I wrote has "Much water at 90-foot level; 90 feet water standing in hole at present time." In Exhibit Number 2 it merely states, "Water at 90-foot level." In Exhibit Number 3, the logs that I made, I have the station listed at 48 plus 45, and on the Exhibit Number 2, the stationing is listed as 80 plus 50.

Q Is that all?

A That is all.

Q Will you tell us how many reports concerning the hole in question you did make, Mr. Scott?

A I made only one report. I corrected the original that Mr. Barrickman had made and then I made one report for my own use.

Q And have they been identified this morning?

A Yes.

Q And how so?

A The report that Mr. Barrickman submitted and that I added corrections to is listed as Exhibit Number 1. The report that I made as a result of that is listed as Exhibit Number 3. The result of that was to clarify Exhibit Number 1.

MR. WYCKOFF: I have no other questions.

(REDIRECT INTERROGATORIES BY MR. BIGGS:)

Q Do I understand that you do not know who did prepare Exhibit Number 3, Mr. Scott?

A I prepared Exhibit Number 3.

Q Number 2 - I was referring to.

A I don't know who prepared Number 2. It is obviously a copy of one I had made, although it is not an exact copy.

Q Which of the stations to which you referred is the correct station?

A I don't remember.

Q The one on the report you made or the one on Exhibit Number 2?

A I don't know what the station at the summit is.

Q Now you referred earlier, Mr. Scott, to the fact that in making your preliminary survey you resorted to publications of the geology of the Coast Range, is that correct?

A Yes, we review those.

Q Would you tell me what those publications were which you reviewed? I presume there are some standard texts.

A Yes, they are standard publications. "Geology and Mineral Resources of Lane County," by Warren D. Smith.

Q That is Dr. Smith of the University?

A The University of Oregon. That was published by the State Department of Geology and Mineral Industries in Portland. Another paper--

Q Could you tell me about the date of that?

A I think that is 1938.

Q Does Dr. Smith still write?

A No, he is deceased.

Q All right, another one is what?

A Another paper that describes sandstones of that formation exposed at the - similar formations exposed at the Low Pass Summit, a paper by Dr. Ewart W. Baldwin.

Q Is he connected with some institution?

A He is currently at the University of Oregon, an associate professor, I think. His publication is the "Geology of the Dallas and Valsetz Quadrangles." That too is published by the State Department of Geology. There are various geologic publications and maps.

Q Those were the principal ones?

A The principal ones. They give detailed descriptions of the sandstones found in that area. Other papers and maps give additional information, but nothing as complete.

Q I presume some of those are footnoted in the articles you indicated.

A Yes, they would be indicated in the bibliographies.

Q Coming back to these logs, you have already said that the foot-by-foot log of the driller did not make any reference to the presence of sandstone, as such, but that in your summary you modified that by concluding that there were alternate layers of shale and sandstone, differing in your interpretation of the materials from the driller and the resident geologist; is that correct? Or presumably the resident geologist collaborated with the driller?

A No, I would say the driller's log is strictly the driller's own interpretation and not that of the resident geologist.

Q Although you suspected he had collaborated with the geologist?

A He had certain information from the geologist but that is the driller's log rather than the geologic log.

Q Is there any way that one could relate - the contractor, for instance - could relate your conclusions that the formations were of alternate sandstone and shale, to the particular layers of materials reported in the foot-by-foot log of the driller?

A Could I talk to Mr. Wyckoff a minute on that?

MR. BIGGS: Let the record show the witness wishes to consult counsel.

MR. WYCKOFF: Will you read the question?

(Question read.)

MR. WYCKOFF: I don't know how he could answer that; the question is really directed to Mr. McDougall.

MR. BIGGS: Is that your objection, that it would call for his knowledge of a contractor's understanding?

MR. WYCKOFF: Yes.

Q (by Mr. Biggs) All right. Is there any way that you could relate the amount of sandstone and shales which, as you in your conclusion say, form alternate layers, to the layer-by-layer or foot-by-foot presence of the materials reported in the driller's log?

A Yes, in a general way. Mr. Barrickman notes that they got clays out of the hole; if you grind up a fine material, made out of fine clay-sized particles, you would get clay out of the hole, or if you grind up soapstone, for instance, you would get clay from the hole.

Q Would you get clay from soapstone?

A Clay-sized materials, yes.

Q Clay-sized, or clay?

A The material that would come from the hole is mixed with water that the driller puts in, and it is ground to a slurry by the drill bit, and it would come out a thin, runny, clay-like material.

Q And you then would ignore the geological difference between clay and sandstone?

A No, I would merely interpret what he puts here; his first notation is "sandy clay," indicating that it feels sandy to the fingers. Well, presumably that would be the sandstone that had been ground up and the sandy particles were remaining. The "clay, light sand" would indicate again the material brought up was sandy or from sandstone.

Q To what depth now do you refer - 18 to 39?

A All right, "sandy clays" would indicate that there was some sandstone or a granular material being brought up. Mr. Barrickman notes "soft black basalt".

Q All right.

A Now what he could have gotten out of that other than the finely chopped up particles--

Q At what depth was that, please?

A 13 feet of it - we would have to add--

Q I see; there is 13 feet of it, being the fourth item in his drill log?

A Yes. It could be hard black chips that he identified as basalt, which I would identify as an indurated shale. His grey schist, it is a hard - he probably had chips of that.

Q Probably, you say?

A Probably have some chips, and the slurry out of the baler, which could be from the siltstone. Now lower down, the shale or the fine material, of shale in the hole. The clay was ground up probably from the siltstone. He notes "blue fire clay," as he got down into the hole most of the materials were blue to grey in color so it is presumable that it could be blue, as he said. He notes shale again, blue clay - clay again derived from the finer materials, either the shale or the siltstone. Boulders - something harder; in this case, he doesn't say. Presumably the hard sandstone, a harder lens of sandstone or perhaps a concretion within the sandstone.

Q Then with that interpretation possible when you made your modifications, why then didn't you put opposite each one of these depths or these layers of material the corrected interpretation, "sandstones" or "sandstone found at this depth"?

A You mean opposite each one of these entries?

Q Yes.

A I didn't think it was necessary because my own interpretation was that it was alternate bedding, that we had those three types of materials, that they were fairly rythmically bedded, and they were uniform to that depth.

Q But opposite the depth which he has characterized as finding soft black basalt, you do then write your interpretation, "indurated shale, not basalt", and it is opposite only that single entry that you make a specific notation.

A The word "basalt" in this type of log is so completely foreign that, so there would be no mistake, I made the notation beside "basalt". The other things that are noted in here, clay, sand, shales and so forth, would be what would be found and it would be extremely unusual - not impossible, but extremely unusual, to find any basalt here in that formation.

Q What is the meaning of the word or the phrase "Eocene type formation"?

A Eocene relates to the age of the formation.

Q It has nothing to do with hardness?

A No, nothing to do whatsoever with the character or quality or anything else of the formation; it is merely the age.

MR. BIGGS: I think that is all. Thank you.

(Deposition concluded.)

(Dated this 12th day of August, 1955.)

/s/ Lewis E. Scott

No. [illegible]

HATT McDOUGALL COMPANY,

Plaintiff,

vs.

STATE OF OREGON, by and through
its State Highway Commission,

Defendant.

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, B. D. Peyton, an official court reporter of the Third Judicial District of the State of Oregon, and a notary public in and for the State of Oregon, hereby certify that the deposition of Lewis E. Scott was taken before me at the time and place stated in the caption hereto;

I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 56 pages, numbered 1 to 56, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that the witness was presented with the completed deposition and given the opportunity to read and correct the same, and did read the same, and thereupon subscribed his name in my presence.

WITNESS my hand and seal this 12th day of August 1955.

B D Peyton

Official Court Reporter and
Notary Public for Oregon.
My commission expires Dec. 6,
1955.

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,
vs.
STATE OF OREGON, by and through its State Highway Commission,
Defendant.

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, B. D. Peyton, an official court reporter of the Third Judicial District of the State of Oregon, and a notary public in and for the State of Oregon, hereby certify that the deposition of Lewis E. Scott was taken before me at the time and place stated in the caption hereto;

I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 56 pages, numbered 1 to 56, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that the witness was presented with the completed deposition and given the opportunity to read and correct the same, and did read the same, and thereupon subscribed his name in my presence.

WITNESS my hand and seal this 12th day of August 1955.

BD Peyton
Official Court Reporter and
Notary Public for Oregon.
My commission expires Dec. 6, 1955.

TBM 786-66 nail in tree 2' Lt sta 48+43.67

File /

OREGON STATE HIGHWAY COMMISSION
SOIL EXPLORATION LOG
CONSTRUCTION DIVISION

Section Low pass Summet County Lane

Highway Siuslaw 36 Cost Prefix 20 - 1443

Resident Engineer J F Putman Drill Operator J.E. Barrickman

Exploratory Equip: Hand Drill, [✓ Churn Drill], Vert. Auger, Horiz. Auger, Jet

Date 3 - 21 - 52 Station ~~44+41.14~~ 90+30 (summit) Lt. 2' Rt.

Ground Surface Hole Number 1

No Scale Needed

14'	over burden
22'	sandy clay
14'	clay - Light sand
15'	soft Black Bysalt — indurated shale not basalt
13'	grey chist
21'	" "
10'	shale
5'	Blue Fire clay
5½'	shale
12'	Blue clay
1½'	Boulder
11'	Blue clay
1'	Boulder
10'	clay - sand

Boulder, Blue clay, Boulder: eratics or concretions

alternate sandstones and shales
Eocene Type formation
Drilling moderately hard. Ind. sh. hard drilling. 90' water in hole

J.F.S.

Bottomed at 160'

Pratt Deposition Exhibit 1 4/3/00

Note: Prepare one sheet for each hole. Mail copies at end of each day to all parties. Indicate zones where all samples are taken. For horizontal holes indicate by rough sketch the skew from centerline. Indicate and describe soil types, moisture and drill penetration conditions and water level.

cc to: Construction Engineer
Division Engineer
Resident Engineer

J E Barrickman
Soil Inspector or Driller

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

NATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF TOM EDWARDS

(COPY)

B. D. Peyton
Official Court Reporter
Salem, Oregon

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,
vs.
STATE OF OREGON, by and through its State Highway Commission,
Defendant.

DEPOSITION OF TOM EDWARDS

BE IT REMEMBERED that on the 6th day of June, 1955, at the hour of 10:00 o'clock a. m., in the Marion County Court House, Salem, Oregon, pursuant to stipulation between the parties, the deposition of Tom Edwards, as an adverse party witness, was taken before B. D. Peyton, official court reporter and notary public for Oregon;

Plaintiff appearing by Mr. Hugh L. Biggs and Mr. C. C. Cory, of its attorneys, and Mr. Jack McDougall;

Defendant appearing by Mr. Ralph W. G. Wyckoff, Jr., of its attorneys;

WHEREUPON the following proceedings were had and testimony taken, to-wit:

(The following stipulation was entered into between the attorneys for the respective parties:)

It is stipulated by and between the parties hereto, through their attorneys of record, that the deposition of Tom Edwards, an employee of the Oregon State Highway Commission, may be taken by the plaintiff, as an adverse party witness, before B. D. Peyton, an official court reporter of Marion County, Oregon, and notary public for Oregon, at 302 Marion County Court House, Salem, Oregon, at the hour of 10:00 o'clock a. m., on the 6th day of June, 1955.

All objections as to the time and place of taking the deposition, manner and form of giving notice and any other irregularities in connection therewith are expressly waived. Objections as to the competency, relevancy or materiality of questions asked or answers given are reserved to be made at the time of trial; objections as to the form of questions asked or answers given are to be made during the taking of the deposition or are to be waived.

The reading and signing of the deposition by the witness is not waived.

TOM EDWARDS, being first duly sworn by the notary, was thereupon examined by counsel and testified as follows:

DIRECT INTERROGATORIES BY MR. SIGGS:

Q Your name, please?

A Tom Edwards.

Q Where do you live, Mr. Edwards?

A 1218 Chatham, Roseburg, Oregon.

Q Are you a married man?

A Yes, sir.

Q How old are you?

A Forty-seven years.

Q What is your occupation?

A Civil engineer.

Q How long have you been a civil engineer?

A Twenty-eight or twenty-nine years. Twenty-eight years.

Q Are you duly licensed by the State of Oregon as a civil engineer?

A Yes, sir.

Q You are then what one would call a registered professional engineer?

A Yes, sir.

Q What is your academic background, Mr. Edwards?

A I graduated from high school, attended Oregon State College one year, and took extension work from the International Correspondence Schools.

Q And did you get an engineering degree from the International Correspondence Schools?

A I did, yes, sir.

Q You were trying to think of the year you got that, is that right, a minute ago?

A I got that in 1937.

Q And then when were you licensed by the State?

A In 1938.

Q By whom are you employed, Mr. Edwards?

A By the Oregon State Highway Commission.

Q How long have you been employed there?

A Since March first, 1928.

Q In what capacities have you served the Commission, Mr. Edwards?

A I served the Commission as a chainman, engineering aide- that would be in a subprofessional group - as an inspector, as a resident engineer both in the bridge department and in the construction division; I served as a maintenance superintendent in charge of maintenance of a geographical division.

Q Pardon me - what is the geographical division?

A The maintenance division of which I was in charge comprised in general Klamath and Lake Counties; portions of them were not in my district and portions of other counties were, but in general, Klamath and Lake Counties. I served as Assistant Division Engineer and I have served as Division Engineer.

Q What is your present capacity?

A I am now serving as Division Engineer.

Q Of which division?

A Division number three.

A I did, yes, sir.

Q You were trying to think of the year you got that, is that right, a minute ago?

A I got that in 1937.

Q And then when were you licensed by the State?

A In 1938.

Q By whom are you employed, Mr. Edwards?

A By the Oregon State Highway Commission.

Q How long have you been employed there?

A Since March first, 1928.

Q In what capacities have you served the Commission, Mr. Edwards?

A I served the Commission as a chainman, engineering aide- that would be in a subprofessional group - as an inspector, as a resident engineer both in the bridge department and in the construction division; I served as a maintenance superintendent in charge of maintenance of a geographical division.

Q Pardon me - what is the geographical division?

A The maintenance division of which I was in charge comprised in general Klamath and Lake Counties; portions of them were not in my district and portions of other counties were, but in general, Klamath and Lake Counties. I served as Assistant Division Engineer and I have served as Division Engineer.

Q What is your present capacity?

A I am now serving as Division Engineer.

Q Of which division?

A Division number three.

Q Your headquarters are Roseburg?

A Yes, Roseburg.

Q The geographic limits of Division Number Three are what, roughly?

A It comprises Lane, Douglas, Josephine, Jackson, Coos and Curry Counties, with minor exceptions; there is a part of a section of Lane County on the Willamette Highway that I don't administer, and there is a very short section of highway in Klamath County that I ~~don't~~ do T.E. administer.

Q Does that area include the location of the Low Pass section of the Siuslaw Highway?

A Yes, it does.

Q Were you the Division Engineer at the time that section was conceived, designed and executed?

A I was not Division Engineer at the time it was conceived; I was Assistant Division Engineer at that time. I took over as Division Engineer midway, roughly midway, in the planning of the job.

Q What year would that be?

A That would be in 1951. I took over the 18th of December, 1951.

Q The project had been considered prior to that time, had it?

A That is correct, it had been considered.

Q Who was your predecessor?

A Mr. K. D. Lytle.

Q You were his assistant at that time?

A I was his assistant at that time.

Q So that you were familiar with the very first consideration of that project, I presume, in some official capacity?

A I believe the reconnaissance survey of the route was made prior to the time I was Mr. Lytle's assistant. I was assigned in ~~January~~ June T.E. of 1950 as Assistant Division Engineer, and I believe the reconnaisance had been made prior to that.

Q When did you first go over the project personally, Mr. Edwards?

A I believe it was in the fall of 1951 shortly after Mr. Lytle assigned a resident engineer to begin the survey.

Q At that time just what was the status of the project - had there been any earth moved or any stakes set, or had there been anything other than a reconnaisance survey?

A Nothing other than a reconnaisance survey.

Q You saw the area in question then while it was in its natural or native condition, is that correct?

A Yes, sir.

Q What was the purpose of your going over the project at that time, Mr. Edwards?

A Well, primarily to familiarize myself with the terrain, to look at the project, to answer any questions which Mr. Decker might have with regard to how he was to proceed.

Q Mr. Decker was the Resident Engineer?

A He was the Resident Engineer who was assigned to make - to start the survey.

Q As I understand it, the reconnaisance survey is simply the preliminary work on the project to consider various alternative routes and ways, is that correct?

A That is correct, yes.

Q Is a recommendation made then or a route determined on the basis of the reconnaisance survey?

A In general, no. The reconnaisance engineer investigates the various routes, very carefully goes over the ground, determines what standard of alignment and gradient can be secured, and various alternates may present themselves to him. He makes a report outlining these various propositions, which should be or could be considered, to the construction engineer; but in general it is not his practice to recommend acceptance of one of the routes.

Q Before the preliminary surveys then are conducted, has a route been determined?

A Well, certainly at sometime before a preliminary survey is made--

Q That is what I mean.

A Some action of the Commission may indicate the need of a cost study of a certain route; but I would say that before a reconnaisance survey is made a route had not been established.

Q I am trying to get the purpose of, first, the reconnaisance survey, and then the preliminary survey. Is the preliminary survey then itself designed to furnish information upon the basis of which a definite route is selected, or is it for the purpose of gathering data about a route that has been selected? That is what I am trying to get at.

A A reconnaisance survey is for the purpose of investigating a route or various alternates between, say, points A and B; a preliminary survey, as we use the term, is to design a highway facility between points A and B, determine the geometry of the job, the gradient, the curvature, the section to be used, and prepare detailed plans for which a contract could be entered into for the construction of the job.

Q Then the preliminary survey was actually conducted under your supervision as Division Engineer, is that correct?

A Yes. Well, it was started as Assistant Division Engineer and completed as Divion Engineer.

Q And your purpose in making your personal initial inspection of the project was to provide for you some observations that would be helpful in your supervision of the preliminary survey; is that correct?

A That is correct, yes, sir.

Q Then were the plans actually prepared under your supervision, Mr. Edwards?

A I say "yes" in a qualified manner, in that they were prepared in the routine manner in which we arrive at a final set of plans for contracting. We make a map, a detailed map in the field; we consider the division as being a part of the field operations, and either the Resident Engineer, or whoever is assigned, makes a detailed map, the profile and showing all the data for the project thereon.

Q As a part of the preliminary survey?

A As a part of the preliminary survey. These plans are submitted to the Salem office where they are later transcribed into forms which the contract plans are printed from, and which are standard with the Bureau of Public Roads.

Q And which may contain some alterations of the original plan?

A Yes.

Q But the original plans are submitted to Salem through you as Division Engineer?

A That is correct.

Q And you yourself have a responsibility, presumably, for recommending the plans that get into the Salem office; is that correct?

A That is correct.

Q Did you do that in this case?

A Yes, I did.

Q Were there substantial alterations between the initial plans, and the plans and profiles that the contract was based on?

A Substantially, no.

Q Do you have a copy of the original plans?

A No, I do not have. I do not - when these plans are made and submitted to the Salem office, then I never see them.

Q They are not then in your possession after that?

A No.

Q And you do not have a copy of them?

A No.

Q You say you think there were no substantial changes; were there any that you can think of?

A I can think of none at the present time. As I recall it, there were some minor revisions on some of the drainage, with respect to drainage ditches above the cuts, and things of that nature.

Q Would you describe in your own words what you observed out there of the terrain and physical aspects of the project, on your initial visit, which were significant in the preparation of the preliminary plans, Mr. Edwards?

A The things that I observed primarily were that the terrain was rugged, it was difficult - very obviously the project consisted of a lowering of the existing elevation at the Low-Pass summit.

Q You mean on the existing highway?

A Of the existing -- lowering the finished grade elevation of the proposed project to an elevation lower than that which existed, yes. And to do that in an economic manner, taking into consideration the possibility of slides, economic disposal of material, things of that nature.

Q Just go ahead and tell me what you observed about it then; what was there that was significant to you, that created some engineering problems and called for engineering decisions in connection with the plan?

A Primarily, the Low-Pass area, as it is known locally, consists of a - consisted of a ridge between two adjacent ranges, with a creek approaching the ridge from the west, and one from the east, very nearly opposite each other. The project consisted of lowering this ridge in the most economic manner; consideration of the engineering factors - that is, whether to use a circuitous alignment to approach this ridge and cut it to a lesser depth, or whether to use a more direct alignment and cut it to a deeper depth, or whether to put a loop in one of the side canyons and attempt to get very near to the top of it.

Q What was the nature of this ridge?

A A very precipitous ridge, very narrow on top, extending from one adjacent range or hill, you might say, to the other.

Q Which direction did the ridge run?

A Almost at right angles to the desired direction of travel.

Q It narrowed at the top then sloped out broadly to the base?

A That is correct.

Q What was the elevation of the ridge?

A I will have to check the plans.

Q Will you get them out, please, Mr. Edwards?

A Nearly 1,200 feet, as I remember.

Q That would be above sea level?

A Above sea level, yes. Probably nearer 1,190.

Q All right. What was the character of the soil, the geological structure of the ridge, as far as you could determine it from your observations, Mr. Edwards?

A Well, from observation it very apparently was either a sandstone or a shale, or a combination thereof.

Q Through the entire depth?

A It is difficult to say on the preliminary inspection whether it would be through the entire depth, but I assumed at that time that it was, yes.

Q You mean you thought there was no overburden to speak of?

A Oh, I believe not. I don't believe that at the time I made the preliminary inspection, I don't remember or recall of having made an estimate of the amount of overburden that might be on the cut at that time.

Q Well, you say that very obviously it was shale or sandstone, with little or no overburden; is that a fair statement or not?

A Percentagewise, in comparison with the whole, I would say on my initial inspection the amount of overburden appeared to me at the time to be small.

Q Would you care to mention the percentage figure?

A I don't think I thought of a percentage figure at that time.

Q I see.

A It would be unfair, after the cut is open, to come back and say I thought when I made the original inspection that there was so much overburden.

Q You say it was obvious to you that this was all sandstone or shale or a combination of both. What were the evidences of that structure that made it obvious to you, Mr. Edwards?

A During the preceding time that I had been in the division, I had become familiar with the section due to maintenance problems which we had had along the old road. We had had slides, and I had discussed them with the district maintenance superintendent as to the type of material, what caused the slides, what corrective measures we could take, if any - so that I was familiar with the strata, the stratification of the sandstones and shales along the old road through the same period prior to any inspection of this job.

Q You say in the same area - give me an idea what limits you refer to as the same area.

A I would say within the exact limits of this project, the old road between points - let's say point A, at the westerly end of the project under consideration, and point B at the easterly end; in other words, in those exact limits.

Q You had slides in the existing highway which was at high elevations?

A That's right.

Q Then what other evidences, Mr. Edwards?

A On my first inspection, I took again particular note of the cut banks in the old road, went on the summit of the divide, which probably we would remove; I went up the logging road on the other side, and looked at the evidence in the cut banks of the logging road that was up there.

Q What was the difference in elevation between any of the areas that you could observe on the existing highway and the proposed new highway?

A I don't understand the question.

Q I presume the existing highway was at a higher elevation than the proposed highway; is that correct?

A Yes.

Q What was the difference in elevation of the cuts, in the observations you were able to make, and the elevation of the proposed new highway?

A The old highway, where it crossed the Low-Pass summit, was at an elevation very near the top of the ridge which we have been discussing; in other words, the cut in lowering the depth of this ridge was minor - the road was against what would be the northerly hill or range of hills, and a considerable cut, of 20-odd feet, I presume, had been made on that side. The ridge sloped up a little to the south; the south end of the ridge was slightly higher than the north end where the existing highway went across, and in places in the logging road there were cuts of 10 to 15 feet, possibly more than that.

Q What was the depth of the proposed cut for the new highway?

A At the time I made the first inspection, I didn't know that. We had a reconnaisance which proposed a cut of considerable depth.

Q Give me the figures if you can, as nearly as you can, please, Mr. Edwards.

A (Examining data) Open cut route, Mr. Waller's reconnaisance proposed a cut to approximately elevation 990 above sea level, which would have been roughly 200 feet.

Q What was the elevation adopted, the depth of the cut actually adopted?

A At the center of the - what I assume is the center of the cut directly under the peak of the ridge, the elevation is about 1,009.

Q Which would make the cut how much? You said it was proposed in your initial plan to be about 200 feet; now what did you actually adopt, as the actual cut?

A I would not say it was my proposal. Mr. Waller's reconnaisance proposal proposed a depth of approximately - or an elevation of approximately 990, maybe 980, and our final was about 1,009. Now what was your question again, sir?

Q What was the depth of the cut actually adopted and approved in the plans and specifications that became part of the contract?

A About 190 feet on centerline.

Q About 190 feet. Now you have referred in your testimony here, Mr. Edwards, to an original plan or some kind of a plan which I think you called a reconnaisance survey. Is that the proper description for the document I am now handing to you and which you just referred to in your prior testimony?

A This is a print of a profile prepared by J. F. Waller of various routes which he investigated in this area.

MR. BIGGS: May we have that marked for identification, please, and I would like to have that made a part of the deposition.

(Profile print marked Edwards Deposition Exhibit number 1 for identification.)

Q (by Mr. Biggs) Now to recap a minute, you said from your previous experience with the maintenance of the old highway and from your observations of the conditions, underground conditions exposed by the old highway and by another logging road, you assumed that the ridge which was to be excavated to a depth of 190 or 200 feet would be shale or sandstone, almost all of it, or a combination thereof?

A Yes.

Q Was there any other thing that you observed of that, Mr. Edwards?

A Not at that time, I believe not.

Q Those two things?

A Yes.

Q The old existing road exposed the underground structure of an adjacent ridge to about 20 feet from the top?

A Yes.

Q This proposed to go to 190 or 200 feet. Now what about the logging road, to what depth did it expose the underground structure?

A I believe I said 10 to 15 feet, or possibly 20 feet.

Q Possibly 20 feet?

A Yes.

Q From that observation you presumed to know - or to conclude that the sandstone or shale continued to 190 feet then; is that correct?

A In general, yes.

Q Among the alternative routes that your reconnaisance survey comprised, was there a tunnel plan?

A Yes.

Q What would be the purpose of considering a tunnel there, Mr. Edwards?

A Well, it is incumbent on the reconnaisance engineer to consider all possibilities.

Q I mean what would be the purpose of putting a tunnel through there - why would the tunnel be a possibility?

A Simply a matter of economics.

Q That is, if you had solid boring, you might consider a tunnel?

A I think in the preliminary investigation, the matter of the boring would not be taken into the reconnaisance engineer's consideration. The things he would consider would be the cost of the route provided a tunnel were used, as against the cost of a route provided a tunnel were not used. He would not have the facilities to make the test borings to determine whether a tunnel would be feasible. His report would have to be made on the assumption a tunnel was feasible.

Q When would a tunnel be feasible - upon the existence of what combinations of underground structural factors would a competent engineer consider a tunnel instead of an open cut?

A First, I would answer that only in the capacity of a highway engineer.

Q Yes, sir.

A I know nothing about rail transportation or anything like that.

Q I understand that.

A In highway transportation the primary thing of course is economics; the cost of a tunnel, as against another route, would be considered. Also, you would consider the difficulty of maintaining a tunnel. In other words, the traveling public does not like tunnels; actually they are dangerous, they are subject to accidents - we have several of them - and accidents are caused in them by the transition from light to dark. So in general, if possible, without complete disregard of the economic factors, we design something other than a tunnel.

Q I presume the reconnaisance engineer had some purpose, however, in putting an alternative method here, of locating this highway through a tunnel, is that correct?

A Certainly.

Q And what would justify that, what conditions would justify it, taking into consideration all the arguments against it?

A Economics.

Q Well, what are the economics based on?

A The cost of construction --

Q Of course, economics is the main--

A The cost of construction of the project, the cost of maintenance.

Q Do materials enter into it at all?

A Not in the reconnaisance engineer's.

Q It wouldn't make any difference. Do they in the construction engineer's?

A Certainly.

Q What then is the significance of the materials on the decision as to whether you will have an open cut or a tunnel?

A The stability or instability thereof.

Q Of what?

A The underground conditions.

Q Does that have anything to do with the solidity of the structure?

A Yes, the structure or stratification of the area you have to go through. Primarily, it gets down to the simple thing - will the tunnel have to be lined, what will be the ground pressures, how thick will it have to be lined, how much reinforcement will be required.

Q If it were solid sandstone and were known to be such, at the elevation of the proposed highway, normally would it be cheaper to put through a tunnel than it would to make an open 190 foot cut?

A That is a very difficult question to answer, when you say "normally".

Q Strike "normally".

A When you strike out the word "normally", then it becomes a question of determining the amount of material that would have to be moved to make an open cut, the probable cost thereof, and compared against the probable cost of a tunnel.

Q Well, which would, in your judgment, have been the least expensive cut here if this were solid sandstone and shale from the top down to 190 feet?

A In this case, I would say an open cut.

Q Would have been cheaper than constructing a tunnel?

A Yes.

Q Why?

A The fact that it is solid sandstone and shale does not eliminate the need for lining.

Q If you had to line the tunnel, then it would be more expensive even though you did not have to remove nearly as much yardage?

A That is correct.

Q And even though you had to remove nearly all of it by blasting?

A That is correct.

Q Did you then give any serious consideration to the construction of a tunnel through this?

A No, sir.

Q You did not. Now from your observations out there you determined that the structure was solid sandstone and shale, or a combination. Did you have any judgment at that time, form any judgment at that time, Mr. Edwards, as to about what the combination would be, what the percentages would be, of sandstone and shale?

A I believe not.

Q Or did you have any judgment as to the nature of the layers and the strata, direction of the strata of the shale and the sandstone, if it should prove to be a combination of the two?

A Other than that it was obvious, from observation of the old cuts, that the strata were tilted. By that, I mean that they did not lay parallel with the earth's surface, they were at an angle thereto.

Q Was that your judgment then that they ran at angles?

A Very obviously they did.

Q That is, not parallel to the surface of the highway?

A Parallel to the plane of the earth's surface.

Q Did the subsequent events prove that the conditions under the Big Cut were the same as the conditions that you observed on the logging road and the adjacent existing highway, Mr. Edwards?

A I think they did, yes.

Q You think there was no material difference between what was found in the Big Cut and what was disclosed by the shallower cuts on the existing highway?

A The cut on the existing highway--

Q First, would you give me an answer to the question, yes or no, if you can?

A Will you state the question again?

Q Yes. I asked you if subsequent events then did not disclose any material difference between the underground conditions in the Big Cut and the subsurface conditions revealed by the shallower cut of the existing highway and the logging road that you had observed.

A I believe I said just a moment ago that they did not.

Q Well, if that is what you said, you can say it again, can you not?

A With slight modifications, I would say that the conditions as they went on down were the same as I observed.

Q What were the modifications?

A On the whole, throughout the depth of the excavation, I believe that the layers of sandstone were slightly thicker as they were exposed on the deeper depths than they were at the top, than they were on the existing road right opposite the Big Cut. However, at other places along the old road, there are exposed thicker layers of sandstone, probably as thick as any of these.

Q You have used the word "slightly" twice - slight modifications and slightly thicker ledges of sandstone. Was that - I am not asking you to pin yourself down to actual measurements, but when you say slight, do you mean insignificant as far as the costs of excavation are concerned?

A Yes, I do mean insignificant as far as cost of excavation is concerned.

Q You think that the difference would not have required any different technique on the contractor's part in excavating the Big Cut, and that of the shallower cut of the existing highway, is that correct?

A Yes, I believe it would require an alteration of technique.

Q What would be the difference in technique required by the Big Cut over that of the shallower cut?

A It would require a difference in blasting technique.

Q Would it require more blasting, Mr. Edwards?

A No, it would require a different spacing of holes, a different manner of loading the blasting agent in the holes in order that the thicker layers would be better shattered and easier to load.

Q And which would have been the more expensive technique, the Big Cut or in the shallower cut?

A I wouldn't be able to say.

Q Would the structure as you observed in the shallow cut, that is on the existing highway, ever have required any blasting or could that have been excavated by undercutting the sandstone, by ripping out the layers of shale?

A No, I think they would have required blasting.

Q Then do I understand, Mr. Edwards, that from your first observation of the Big Cut, you presumed that all of that excavation would have required blasting?

A No, it wasn't my observation that all of it would require blasting. You will recall that we discussed a little--

Q Overburden?

A Yes.

Q But which you thought was relatively insignificant?

A In percentage, yes.

Q That is the only thing that wouldn't have required blasting?

A Yes.

Q You thought there was a little overburden that would come off but it would be relatively insignificant, and from there on down it would be blasting all the way?

A When you say relatively insignificant---

Q You said that.

A I said that, and I am assuming that a contractor in bidding a job would assume that. Never having bid a job for a contractor or made an estimate of costs for him or anything like that, I am not familiar with the ways in which they make up their bids, but I say relatively insignificant because if I were a contractor bidding a project, I would assume that if the project had maybe 15 percent overburden, basically it was a rock job.

Q Well, do you think -- was it your judgment at that time that there was about 15 - no, about 30 feet of overburden?

A Well, I can tell you how much overburden there was.

Q No, - what was your judgment at the time?

A I think I said awhile back it would be unfair for me to say.

Q Well, what you thought it was at that time.

A What I thought it was at that time?

Q Yes.

A My recollection is that I thought there might be as much as 50 feet that would come off the top without blasting. That is a relatively small amount of material when you consider the manner in which the cut lay. Now 50 feet of overburden on a 200-foot cut, if it would be a different kind of cut than this one, would be a substantial amount of material. In this cut, 50 feet was not a substantial amount of material.

Q Why was that?

A Because the thing came up so sharply on both sides that the area in which this 50 feet was confined was minor with regard to the--

Q Mass of excavation?

A Mass of excavation. I might illustrate with this pack of cigarettes - assuming this is 800 feet, if you take 50 feet off of there, it would be much less than if you take it off there. (indicating)

Q The witness has taken a half-filled pack of cigarettes and has creased the empty half to a very sharp ridge, leaving the filled half the normal width, and has indicated that the overburden of 50 feet laying over the ridge would cover much less surface than the overburden at the bottom of the pack, or much less surface than the normal width of the pack at the bottom.

A That's correct. I am assuming in trying to explain this thing--

Q Well, Mr. Edwards--

MR. WYCKOFF: I think he should be allowed to finish his answer.

MR. BIGGS: Excuse me - I didn't mean to interrupt.

A In trying to explain this, I am assuming in this example I make, an entirely theoretical situation with regard to the small amount of material at the top of a sharp ridge, as compared to the amount of material if the ridge were a thousand feet across the top.

Q Surely. You have used that purely for illustrative purposes?

A That is correct.

Q I understand. Did you make any subsequent survey, personal survey of the project before the cut was opened?

A Yes, I did.

Q Would you tell us the different times as near as possible, if you can recall, and the purposes of those inspections?

A Well, that is difficult to answer because in my capacity as either assistant division engineer or division engineer, I spend a great deal of time, or did, on the road examining the project, various projects, and I leave Roseburg and go through the division on a circuitous route and inspect all of the projects which I come to. So in this north end of the division, in the northern end of the division I usually stay at Eugene; our office is there, and I meet with the resident engineers and look at their plans and discuss them with them.

Q Did you keep a log of those visits, Mr. Edwards?

A I don't have a log of the visits I made prior to the time the contract was awarded. I have a list of the inspections that I made after the contract was awarded.

Q Would those be in the nature of formal reports to the Commission or just a memorandum file for your own purposes?

A I keep a diary primarily for recovery of expenses, and in there I put down where I was.

Q And what you observed? How did you report what you had observed, or record what you had observed, for official purposes?

A Prior to the time the project was awarded, the observations that I had made, the opinions that I had formed, were made verbally to the Chief Highway Engineer and the First Assistant, I believe his title was at that time - now Deputy Highway Engineer.

Q You had no correspondence with them reporting your observations or recommendations, or anything of that kind?

A No. I had some discussions with them by telephone; there were several things which needed discussion, and I took the plans, made a trip to Salem, met with the Chief Engineer and discussed all of the various alternates which we had studied and answered the questions that he might have in regard thereto.

Q Did you make any other effort to confirm your judgment as to the underground conditions or subsurface conditions of that big cut, Mr. Edwards?

A Yes, sir, I did.

Q What were they?

A I requested an exploratory drill hole in the cut.

Q What is an exploratory drill hole, Mr. Edwards?

A By various methods, various equipment, dictated by the conditions which we investigated, we either drill hand auger holes, drill power auger holes with a power rotary auger - I think the proper trade name of the one we had at that time was a McCarthy rock drill.

Q Owned by the Commission?

A Yes, by the Commission. Or in this case, the capacity of the rock drill, the limits of the depth at which it would drill, were not sufficient for the information I wanted, and I requested that we use a churn drill.

Q Just what information did you want, Mr. Edwards?

A I wanted to determine, if possible, the facts as to whether or not the observed strata on the surface continued to the bottom.

Q How would you find that out then by a drill hole?

A By the examination of the borings which were brought up by the geologists, and a report from them in regard thereto.

Q How many drill holes did you request, Mr. Edwards?

A One.

Q Just one?

A Yes.

Q How was that request made?

A I believe by 'phone to the Assistant Construction Engineer who had control of the crews.

Q You would not have had to make a voucher request for that?

A No.

Q Or a written request for that?

A No.

Q Whom did you make the request to?

A Mr. Webber; Ray Webber. He is the Assistant Construction Engineer.

Q Wouldn't that have to be approved by the Chief Engineer or the Deputy Engineer?

A I believe not. The reason I say that is that we have a soils and geology section which is set up, and money budgeted each year to cover the cost of exploratory work as desired by the various divisions or needed by the various division engineers on their projects. The responsibility rests with the division engineer to see that they are not promiscuously drilling and expending money where there is no need for it.

Q Well, is it your present testimony that you did not clear that request through anyone superior to you in the line of command or chain of authority?

A Well, I testified that I called the Assistant Construction Engineer and asked him to drill a hole for me.

Q Yes, I recall your testimony but I assumed he was not your superior. Is he or isn't he?

A That's a difficult question.

Q Whom do you report to?

A I report to the Construction Engineer.

Q The Construction Engineer?

A Yes.

Q And who is he?

A Mr. Smith.

Q And calling the Assistant would be the same as calling the Construction Engineer then, is that correct?

A That's correct.

Q He would have the authority, in other words, to refuse your request; is that correct?

A That is right.

Q And you think you did that orally?

A I am quite sure - I can find nothing in my correspondence that indicates I wrote him.

Q And you requested only one hole?

A Yes.

Q And was that drilled?

A Yes.

Q How was it drilled - by what machinery and what size crew and over what period of time?

A By a churn drill, the ordinary well drill, in other words; it was drilled in the early spring of 1952, over a period in excess of a month.

Q By what crew of men?

A By a crew which was under the control of the Assistant Construction Engineer.

Q How deep did you request the hole dug?

A I requested that it go to about 160 feet.

Q How deep did it go?

A Approximately that depth.

Q Why didn't you want it to go clear to the bottom?

A At the time that I requested it, we had under consideration some alternate routes which, if they had been feasible, would have required only a 160 foot cut.

Q What did the drill borings show then, Mr. Edwards? I think we have a copy of the drill log so I won't ask you to produce those.

A They showed a stratification of sandstones and shale, indurated shale.

Q Did the drill borings as such require geological interpretation?

A Yes, they did.

Q And who interpreted them?

A I don't have that information. We have a geology section headed by Mr. Scott. He has several assistants, and which of them interpreted it, I don't know.

Q The drill borings were, however, submitted to the geological department for interpretation, were they?

A It is my understanding that they made periodic inspections of them on the ground.

Q Did they submit to you a written report?

A A copy of the drill log.

Q Just a copy of the drill log?

A Yes.

Q Did that constitute a geological interpretation of the structures underground?

A It gave me the information for which I had asked.

Q Which was that there was shale and sandstone under there?

A Yes.

Q They didn't tell you in what quantities or percentages, or how it lay, or anything of that kind?

A No.

Q Wasn't that important to you to know?

A It wasn't the information which I was after, no.

Q Well, nevertheless, would it be important for you to have known that in the preparation of the final plans and specifications?

A Yes, it was important - I say important, however it wasn't the information which I was seeking.

Q Well, if it was important, why weren't you seeking the other information?

A The information I was seeking primarily was to determine, to my own satisfaction, that there was not a layer of slide-productive material in the cut. In other words, the way the cut was designed, taking out this block between these two hills which could very well have acted as a bracing to keep the two hills separated, if there had been a layer of - I have a rather descriptive term of my own, "axle grease", I call it - it is a rather greenish clay very similar to modeling clay and of that consistency, which is terribly productive of slides, and very definitely I wanted to know if there were any large stratas of any of that type material in there, prior to the award of the contract.

Q Did that show that there was none, up to a depth of 160 feet?

A That is correct.

Q All right. You say it would have been important to you to have known also what the proportions quantitatively were of the sandstone and the shale, and also the manner in which it was layered. Did I understand you correctly?

A I don't believe - I said it was not important. Did I say--

Q I understood you to say that. Was it or was it not important?

A I believe I explained - I said it was - I can say it in a different manner. It was of secondary importance, as to the stratification and the way it lay. The primary thing, of prime importance, I wished to determine whether there were layers of slide material.

Q After finding that out, was it important too, in your designs to know whether you were dealing with very large layers of sandstone and relatively small layers of shale or vice versa?

A I would have to say that it was of secondary importance. In other words, my experience with stratified sandstones and shales has been that, lacking any large layer of the greenish modeling-type clay which I described, that the stability of cut slopes with respect to the variation of the thicknesses of the stratifications is not too important.

Q Not too important from what standpoint?

A From the standpoint of slides and slough.

Q Well, aren't there any other considerations that go into the design of a highway except the angle of your slopes?

A Yes, the alignment, your gradient, the safety - things of that nature.

Q That is all you can think of at the moment? Blockiness of material makes no difference, and whether you are going to have a balanced job and whether you have to borrow material or waste material or anything of that kind?

A That is of minor importance, the blockiness of it.

Q And the compactibility?

A Yes.

Q Why is it of minor importance - doesn't it make a great deal of difference to you how far you are going to have to haul material or whether you are going to have waste material?

A The length of the haul, the balance of whether you are going to have waste or borrow, are controlled by the geometry of the project, by the line and grade.

Q But don't you try to determine that in advance?

A That's right, we have to determine that in advance, but the percentage of change is slight and you could not control the balance of a job by the shrinkage. You have to control it by the geometry of the project rather than by the shrink factor.

Q Don't you have to have some judgment of the shrink factor before you can apply your geometrical principles?

A Certainly.

Q In your applications of geometry to the materials you thought you were dealing with on this - no - in dealing with this project, what did the design reflect the materials to be?

A In my judgment, I thought that the project as a whole, from end to end, would result in a probable balance on an even basis between excavated materials and constructed embankments.

Q Did that prove to be the case, Mr. Edwards?

A Very nearly so.

Q You say very nearly so - was there some difference?

A The final computations, I think, reflected a yard of cut making .993 yards of fill. In other words, a variation of 7/10 of one percent.

Q And that was based solely on the materials that came out of the excavations themselves, not on any fortuitous addition of materials by slides or the avoidance of waste by other projects incidental to the construction of the highway such as the filling of canyons and so forth which the plans didn't reflect?

A I lost you - would you state the question again?

Q Would you say that aside from the fact there were slides which brought in some additional material, aside from the fact there were canyons filled which took care of waste material, aside from widening of the highway, as all of those things entered into the actual completion of the project - would you say if the project had been constructed precisely as shown in the designs that there would have been approximately a .993 compactibility factor?

A The question is difficult to answer, because the computation of the .993 factor included all of these things of which you spoke, the filling of side canyons, the addition of slide material which occurred.

Q You mean you anticipated that?

A Certainly.

Q You did - you say?

A I did.

Q Where is that shown on your designs?

A If you will let me answer the question - in setting up one of these projects it is incumbent upon the division engineer to advise the planning engineer, if you wish to call him that, - in other words the engineer who is making the location - of the probable shrink factor; that is one of his duties and responsibilities, and in establishing a shrink factor it then becomes incumbent on the division engineer to anticipate things which could happen, the inclusion of additional slide material or the high possibility of the need for more material due to the fact that you might lose a fill when you had a considerable portion of it done. All of those things have to be considered and entered into your judgment when you tell your planning engineer what shrink factor to use. It would be stupid of a division engineer to attempt to set up a shrink factor which would construct this project in the absence of minutest detail as shown by the plans and specifications, in a country as unstable as the coast country is.

Q Do your plans and specifications, your profiles or whatever you call them, contain any reference as such, at all, to any of these factors you have spoken about?

A No, they do not.

Q Do you have in your files a record of your own reflections or of your recommendations to the engineer showing a calculation of these factors or anticipation of these factors you have just spoken about?

A No.

Q This was all in your mind?

A Strictly matters of judgment.

Q Unreported and unrecorded?

A That is correct. You asked me the question and I gave you an answer.

Q So the design as reflected by the plans and the profiles here that went to the bidding contractors would appear to show to them that it was a balanced job as designed within itself, in the sense that the excavation would furnish the desired embankment or very nearly the desired embankment; is that correct?

A That is correct.

Q On the basis of the highway as designed?

A That is correct.

Q Now it is your testimony that while you reached approximately that result, it was after a number of other factors not appearing on the designs had occurred, is that correct?

A That's correct.

Q Now among those factors was there an important one in the change of the steepness of the slope of the cut itself?

A Yes, that was an important factor.

Q In producing the desired balanced job, is that correct?

A That is correct.

Q What did you do in the matter of changing the design or the slope of the cut?

A We reduced the slope of the cut when it had been excavated to approximately 50-odd, or 50 to 60 feet above grade, from a 1 on 1 slope to 1/2 on 1.

Q By "1 on 1" you mean 1 foot laterally to 1 foot vertically?

A That's correct.

Q Reaching approximately a 45-degree angle from the surface of the highway to the top?

A That is correct.

Q After you got down to 50 feet of the proposed elevation of the highway, you pulled in the slopes by making the slopes 1 foot vertically to 1/2 foot laterally, is that correct?

A That's correct.

Q That resulted of course in a considerable decrease in the anticipated yardage of excavation, is that correct?

A That's correct.

Q By how much? Would you know, Mr. Edwards?

A Approximately 25,000 yards.

Q Why was that change made?

A It was made at the request of the contractor.

Q Why was it approved?

A It appeared at the time that the project could be substantially completed without the balance of this material. It was the contractor's request that it be reduced; it appeared that not too great a hazard would be introduced by reducing it, therefore I did reduce it.

Q So far as the last factor is concerned, that necessarily would have to be the most important in your judgment, wouldn't it, Mr. Edwards?

A Of safety, yes.

Q In other words, if you had not felt the structure was stable enough to justify a reduction in slopes, you never would have done it even though the contractor requested it?

A That is correct. Speaking of the matter of safety, the primary thing is the safety to the traveling public rather than the safety in the excavation itself.

Q I understand that. Was there any marked change of the character and structure and layering of the materials at the point where the change in slope was made, over that condition of those materials after the overburden had been removed, when the cut was first opened?

A No.

Q So that after the contractor had got the cut down to within 50 or 60 feet of the highway, it then in your judgment became apparent that you could have used 1/2 to 1 slopes to the top, is that correct - with safety to the traveling public?

A Well, my answer would be no.

Q Why is that, then, Mr. Edwards?

A The material is subject to disintegration, ravel - the shale stratas particularly disintegrate and weather away, and the continued action of the elements reduces them to a free-flowing material. They work out of the stratas between the sandstone. The sandstone is not in solid stratas, it is shattered near the surface, possibly that way in its original state, possibly due to the adjacent blasting. Continued sloughing away of the shale materials then results in sloughing away of the blocks of sandstone, which are dangerous to the traffic. One of the things which entered into the decision to draw the slopes in was the fact that by such a practice we would have a bench above the roadway which would catch some of this coming from higher elevations, it if came, and possibly detain it from going onto the road.

Q How wide was this ledge?

A The bench was approximately 30 feet wide.

Q Do you think that would have caught a huge chunk of sandstone that started from the top and rolled down?

A Possibly not a huge chunk, but it certainly was a factor to be considered.

Q Is it a fact, Mr. Edwards, that if you had known as much about the cut when it had proceeded to a point 50 feet above the highway, or within 50 feet of completion, prior to the execution of the plans and the profiles as you did afterwards, that the plans and profiles would have been the same? Do you follow me?

A No, I am afraid I don't - I'm sorry.

Q I will restate the question. If you had known exactly what was underground prior to the completion of the plans and specifications, as you did know after the cut was completed, would you have changed the plans and specifications in any respects?

A No.

Q Not in any respects?

A No.

Q You would still have provided for the ledge, and the--

A I wouldn't have provided for the ledge, I would have taken them clear down to grade on the 1 to 1 slope exactly as it was set up originally.

Q And you would have had the same balanced job you have now?

A Substantially so, yes.

Q Well, when you say "substantially"--

A Some of the unanticipated things I spoke of, the possibility of fill slides and the possibility of cut slides, things like that, in designing a project of this kind it cannot be reduced to an exact 100 percent mathematical perfection.

Q Well, tell me what changes you would have made - as nearly as you can, just enumerate them. Acting on hindsight now, what changes would you have made in the plans and profiles that are before you?

A Acting on hindsight, I would have made no changes whatsoever.

Q I thought you said you would have made substantially none.

A Substantially, or no changes - either way you wish to put it. Now one change I made during the course of the job and which probably I would make again would be the random fill on the side canyon which we made.

Q What would you have done there - you would not have made that fill?

A I would have made it. It is not shown in those plans. If I had known then what I know now, I would have shown that.

Q In the plans. I see.

A The slopes of the cut would have been identical with what is shown here now.

Q So you think you made a mistake in actually pulling the slopes in now?

A I do.

Q What about the actual fills, the width of the fills, Mr. Edwards?

A The fills in places are slightly wider than shown on the plans.

Q Why is that?

A The plans show a balance of materials based on the assumption that a yard of cut would make approximately 95 percent of a yard of fill; the actual performance record is that a yard of cut made closer to one yard of fill.

Q Which was 7/10 of--

A It was .993, I think. 7/10 of one percent. We had slides on the cut slopes which required additional construction or excavation on the old road to keep a continuous flow of traffic through the project, requiring additional excavation, which in general was incorporated in the project. These factors then brought about the result that a slight excess of material was available, and it was disposed of by a uniform widening of the fills.

Q What was the total amount of excavation, Mr. Edwards?

A Total amount of excavation in the bidding plans, the net amount, 769,638 yards.

Q And the embankment was what again?

A It is not shown in the bidding plans.

Q You would have to compute it?

A You can get it by totaling.

Q Am I right - the overrun was approximately 2,307 yards, the embankment over excavation?

A Your mathematics were correct - your assumption is in error.

Q What is erroneous about my assumption?

A Your assumption in talking about that 3/10 of 1 percent - when I told the resident engineer to prepare a set of plans reflecting an equal amount of excavation and embankment - in other words, with no shrink or swell factor - he came up in one of his series of computations with a balance of one yard of cut making 0.95, plus or minus, somewhere in there, of embankment. Actually measured as the job came out, I have been told it came to .993. The difference is .043 rather than .003 as you have it there.

Q Which would be about 24,000 or 25,000 yards?

A That is correct. In other words, based on my original assumption, if in the time alloted, the resident engineer had been able to provide a line of such geometry that the cut, the excavation and embankment were exactly even, and we had had no slides or any extraneous excavations, then this 25,000 that was left in the cut by the reduction of the 1/2 of the slopes - correction - of from 1 to 1, to 1/2 to 1, would have been needed.

Q Is it customary for you as Division Engineer to tell the engineer who is drawing the plans and specifications what compaction factor to use, Mr. Edwards?

A Yes. I testified earlier it is one of the duties and responsibilities of the Division Engineer to establish that factor.

Q And that shows differently on each project then - one plan will show it is an unbalanced job and another will show it is a balanced job?

A That's correct.

Q Depending upon the compaction factor?

A Depending upon the compaction factor and other factors.

Q Yes; but not every job purports on paper to be a balanced job?

A That's correct.

Q When it is balanced, it means something to an engineer who is reading the plans?

A Yes.

Q That is, it means something to the thinking of the engineer who prepared the plans, is that correct?

A I have never discussed that point with the other engineer.

Q I see.

A I wouldn't be able to answer as to what the thinking of the other engineer was.

Q Now would you have a judgment or an opinion, Mr. Edwards, as to whether there was a loss of materials, embankment materials, through subsidence of embankment - that is, a loss within the areas outlined on the plans and specifications?

A The way you phrase the question, as to whether there was a loss of material, I would say no.

Q That may be an awkward phrasing. "Shrinkage", perhaps.

A I would say this - that you experience in all construction jobs some subsidence.

Q By subsidence you mean sinking down into the lower--

A Sinking of the bed of your embankments or sinking of the area on which you construct your embankments. Undoubtedly you experience some subsidence on any fill, regardless of its type or height.

Q Taking into consideration the character of the big fill just immediately - if I have my directions straight - east of the Big Cut, would you say, would you have an opinion what the degree of subsidence would be there?

A No, I don't have.

Q Would you say it would be quite substantial measured in total yardage of fill material?

A No, I would say it would be minor.

Q Was it ever measured, Mr. Edwards?

A I don't know of any way it could be measured, it could be determined - I say I don't know of any way it could be measured, obviously it could be but--

Q Isn't it commonly measured by putting a stake in the ground before the fill, at the measured depth, and extending it on up?

A If you place a stake on the ground and you know the elevation of the ground prior to placing the fill thereon - but when you have a fill of the magnitude there, I don't know.

Q At any rate, it wasn't attempted to be measured?

A No.

Q Were the slopes of the embankment widened, Mr. Edwards - widened beyond the lines shown in the plans and specifications?

A In some places the fills show a widening of 2 to 3 feet; some places more, some places less. I am thinking particularly of the inside of the fill at the easterly end of the job. I think that fill has more widening on it than any of the others, and offhand I would say it is probably 5 feet.

Q Would you have an opinion as to how many thousands of yards of material the widening in the slopes would have accounted for?

A No.

Q You would not. You were over the project during the course of the construction, were you?

A Several times.

Q Would that be just in connection with some other trip when you were surveying various projects?

A I can recall of having made no special trips to the project. I have so many projects to supervise that I don't make a special trip to look at any project. It may be the primary purpose that I go there to look at that one first, but I always go to others when I am there.

Q Did you receive a report from the Resident Engineer that the contractor was running into much harder materials than anticipated, or something to that effect?

A I get a report from him each week.

Q May I see those? You have handed me here, Mr. Edwards, a manila or hardback covered correspondence file entitled "Low Pass, Siuslaw Highway, Lane County, Natt McDougall Company, Contract 3754, Weekly Report." Is this the compilation of the weekly reports you received from Mr. Putnam, the engineer?

A Yes.

Q These were official reports made on the progress of the work?

A Yes.

Q Do they show the conditions the contractor was encountering-- I mean do they presume to show that - designed or intended to show that?

A No, that isn't the purpose of them.

Q What is the purpose?

A The primary purpose is to keep the supervisory personnel advised of the progress of the work.

Q I see. As to whether it is satisfactory, and if it isn't, what the causes are?

A That is correct.

Q Were you advised by this report that the work was going slower than anticipated because of the necessity of a great deal more drilling and blasting than was anticipated originally?

A Yes, those and other reports - I have another form of report if I can find it. These were just given to me - I think this is not common to the Highway Commission, it is a Division standard which we have set up. It is necessary for cost-keeping purposes for the Resident Engineer to report each month his expenditures for his own crew, and to those we have added a straight-line chart on the side which shows three things - progress of the job in percentage of completion, the expenditure of the engineer's costs and the percentage of the total allocation,and the passage of time, and from that I am kept very well posted as to progress of the job with respect to the specified completion date.

Q Now which column in this second compilation you have handed me, which is entitled "Engineering Cost and Job Progress Report, Low Pass Section, Siuslaw Highway, Project-Grade and Pave" - which column on any one of these sheets, and I am looking now at the month of April, 1954 - which shows the specified completion dates?

A The first column does not show the specified completion date. It shows the progress of the job in monetary percentage as compared to the contract bid amount, and shows a completion of approximately 78 percent. The third column shows--

Q Under the heading "Time"?

A Under the heading "Time" the occurrence of approximately 158 percent of the time elapsed. In other words, the job was considerably behind.

Q What is the standard by which you can determine the anticipated time; does that show on this?

A No, it does not. The standard from which the Resident Engineer figures his percentage is the time from the date bids are received until the date specified in the contract as the completion date for the project. That is assumed to be 100 percent.

Q Was the explanation made and accepted that the work was behind because of the difficulties of excavation, through the materials being more solid than had been anticipated?

A I don't think it is reduced to that exact explanation, in writing. The information was available to me in discussions with my resident engineer either on the project or by 'phone.

Q But that was the explanation, was it?

A That was the explanation.

Q From your observations when you were out on the job, or the observations reported to you by your inferiors out on the job, was the work being conducted with reasonable dispatch and efficiency by the contractor, Mr. Edwards, considering the circumstances?

A I can give only an opinion on that matter, and my opinion is no.

Q In what respect was it not?

A The matter of material - the haul road was quite steep and difficult, and it was problematical - scratch the word "problematical" - it was questionable in my mind whether the hauling could not have been expedited by the development of a haul road at a lesser grade than the one that was used. It was questionable in my mind if the drilling and shooting could have been better, more cheaply done, with other methods.

Q That point I would like for you to amplify, if you will. What were the questions in your mind?

A The construction industry at about this time put on the market some drilling equipment which drills cheaper and faster.

Q What was that equipment?

A It is -- I am not sure of the trade name but I believe it is a Joy drill, they call it. It is a machine which uses a long length of steel, bores a big hole without changing the steel; things of that nature.

Q Was there one on that job?

A There was one on the job, yes.

Q How many did you think there should be?

A In addition to that there were several wagon drills and some straight jackhammer operations, and I thought there should have been sufficient of the very best drills available to dispose of the more costly wagon drills.

Q Did you make that suggestion?

A No, I did not.

Q In what respect was it not?

A The matter of material - the haul road was quite steep and difficult, and it was problematical - scratch the word "problematical" - it was questionable in my mind whether the hauling could not have been expedited by the development of a haul road at a lesser grade than the one that was used. It was questionable in my mind if the drilling and shooting could have been better, more cheaply done, with other methods.

Q That point I would like for you to amplify, if you will. What were the questions in your mind?

A The construction industry at about this time put on the market some drilling equipment which drills cheaper and faster.

Q What was that equipment?

A It is -- I am not sure of the trade name but I believe it is a Joy drill, they call it. It is a machine which uses a long length of steel, bores a big hole without changing the steel; things of that nature.

Q Was there one on that job?

A There was one on the job, yes.

Q How many did you think there should be?

A In addition to that there were several wagon drills and some straight jackhammer operations, and I thought there should have been sufficient of the very best drills available to dispose of the more costly wagon drills.

Q Did you make that suggestion?

A No, I did not.

Q Did anybody? Your Resident Engineer or anybody?

A No.

Q What in your opinion would that have - to what extent would the use of the type of machinery you are talking about, exclusively, have reduced the time of the drilling and blasting and the cost to the contractor?

A It would have reduced the drilling cost.

Q To what extent, if you have an opinion?

A I haven't an opinion in dollars and cents. I have observed the drills on other jobs.

Q Would you have an opinion as to how much of the time factor the equipment you spoke of - how much it would have reduced the time factor, the equipment that you spoke of?

A No, I wouldn't have an opinion as to the actual time. You are assuming first that the man had these things, which he didn't, other than one, and you are asking me to give you an opinion based on an assumption.

Q I asked if you had an opinion as to whether it could have been done more economically and efficiently than was done, and I believe you said there were questions in your mind about it and you thought a different type of machinery would have made it less expensive, and I understood you to say more efficiently. Is that correct?

A Well, the cost or expense and efficiency go hand in hand.

Q There would have been less expense but you don't know whether it would have been more efficient?

A No.

Q Did you have any other reason to assume that the work wasn't being done as reasonably and expeditiously as it might have been done - the drilling and blasting?

A The project was shut down for a considerable time during the spring - winter and spring of 1953, I believe. The job was let in 1952, and the first winter it was questionable in my mind if more of a concentration on preparation for winter work wouldn't have permitted operation through the winter.

Q Do you have an opinion about that or is it just a question in your mind?

A I have an opinion.

Q What is your opinion?

A If I had been the contractor I would have opened the job up differently than what he did.

Q You mean the Big Cut?

A Yes.

Q You think then that he did not use good judgment in the opening of the cut - good engineering judgment?

A I said that I would have done it differently. Now there are so many different things that enter into construction - first, it is the contractor that is bearing the expense. It is his decision as to how he shall open the job. We don't say in our specifications that he shall open this job in a certain way, and that he shall prosecute it--

Q I understand that, but so we understand each other, one of the issues in the case - or so I can know whether it is going to be one of the issues - you, or so far as you know, any engineer on the Commission who purports to be qualified to express an opinion in the matter, will say that in his opinion the contractor did not do the drilling and the blasting and the excavation on the Big Cut with reasonable skill and expeditiousness? If you are not expressing an objective opinion on it, it will do no good.

A I think I answered that in my previous statements, that I thought the haul road would have been better had it been developed at a lesser grade, and I have said that I believe better drilling equipment would have resulted in less cost. I have said that I would have opened it in a different manner, so that I could have worked during the period that the project was shut down. With regard to the expeditiousness of the prosecution of the project, I believe there is no question, because I recommended an extension of time without penalty.

Q Meaning that you thought it was done with reasonable expeditiousness, is that correct?

A Yes, or stating it a little differently, that there was no great inconvenience either to the State or to the traveling public due to the fact the project was not completed on the specified completion date.

Q Now on the question of economy, to what extent, if you have an opinion, could the contractor have reduced his costs without impairing the efficiency of his work and still have accomplished the purposes of the contract, in the excavation of the Big Cut? If you have an opinion; if you haven't, you can so state.

A I can only say that I have an opinion that it could have been reduced, but without considerable study I wouldn't attempt to say to what extent.

Q Has such a study been made by you or by anybody in behalf of the State Highway Commission?

A The matters of that nature are foreign to the division, they are handled by the Cost Department, and I have no knowledge of that.

Q Would you be inclined then to accept the judgment of the Cost Analyst on those matters?

A Yes. They watch the job, they inspect it for purposes foreign to those for which we inspect it. They inspect it to determine the cost to the contractor, how much it is costing, what his costs are, how much equipment he has on the job, how long he has it there.

Q If the Cost Analyst then had made a study of the contractor's costs and had inspected the job and had familiarized himself with all factors going into the cost of doing that kind of work, and had concluded that all of the work done by the contractor in the excavation was reasonably and efficiently done, and all of the costs incurred were reasonably and necessarily incurred, you wouldn't be inclined to differ with his opinion; is that correct?

A No, that is not correct.

Q You would differ with his opinion even though you hadn't made that kind of a study of it, is that correct?

A I would examine the analysis which he made, and digest it thoroughly with respect to all of the items which entered into it. The Cost Analyst would put the things there as he saw them, and whether he would or would not make a recommendation or statement as to whether the contractor prosecuted the work in the most diligent manner possible, I don't know. But if in my opinion there were charges in the report which he used in figuring the contractor's cost which I didn't consider valid or which I considered could have been avoided, then I would not agree with his--

Q With his judgment?

A --with his judgment.

Q Well, a claim was made by the contractor for additional compensation on this very job, was it not?

A Yes, sir.

Q Do you know whether the Cost Analyst did in fact make a study of his figures to ascertain whether or not that claim was a reasonable claim, under all of the circumstances?

A No, I don't know that.

Q You don't know that?

A No.

Q If he had made such a study, would it be referred to you for your judgment?

A I don't know that.

Q You don't know that. Well, do you know whether the State Highway Commission would accept his judgment or the Division Engineer's judgment?

A I don't know that.

Q You don't know that. It isn't routine then for the Division Engineer to review the Cost Analyst's study of the contractor's costs, is that right?

A We get some of them and look at them, yes.

Q But you have not seen the study made on this McDougall job?

A That is right.

(Interruption.)

Q I asked you in your subpoena, Mr. Edwards, to produce all your books, records, documents, files and so on, in connection with this project. You have handed to me the two documents previously identified in the record. What other documents do you have with you?

A I have a file of correspondence pertaining to the project. I have notations of inspections; I have a pencil summary of quantities; I have some pictures.

Q Now just one moment. When you were testifying just immediately preceding this question, you were referring to a manila envelope entitled "Low Pass, Siuslaw Highway, Lane County, Matt McDougall Company, Contract 3754, Correspondence, Etc." Is that correct?

A Yes.

Q Then what else do you have?

A I have another file of correspondence which comprises a file of routine matters, including right of way dealings.

Q How can that be identified for the record?

A It is identified on the folder as "Matt McDougall Claim on Low Pass Section." It also includes the file of correspondence, and I believe the Reconnaisance Engineer's report is in here; at least, it is in the correspondence here somewhere.

Q All right.

A And it was this file that I took that profile from sometime back. There is some data on the Resident Engineer's report of costs on the survey. A tabulation of various bids received on the project. All of that is in the manila folder labelled "Matt McDougall Claim on the Low Pass Section." I have some plans, two sets of plans, and a manila folder of some earthwork computations, profile grades; I have a report of some soil compaction tests made.

Q How are they identified now so that we can get them into the record? The immediately preceding envelope was what - excavation cost figures?

A Excavation quantity figures, and calculated grades.

Q How is that envelope identified?

A The only identification--

Q Will you put your name on it, and "miscellaneous"?

A I will identify it by putting on here "Miscellaneous Data, Natt McDougall Company Claim."

Q "Edwards File" - if you want to.

A "Edwards File". I have here another file of miscellaneous data having to do with the project authorization, the soils compaction tests, commencement and completion dates, and miscellaneous data.

Q Would you call that a miscellaneous soil file?

A "Miscellaneous Soils and Authorization Data, Natt McDougall Company Claim, Edwards File."

I have a folder of laboratory reports; those are copies, by the way, of those soils reports, so I put them all in the same folder. I can identify this one as "Laboratory Test Reports, Natt McDougall Company Claim, Edwards File."

Q All right.

A And I have a folder of the monthly progress estimates, and will so identify them, "Monthly Progress Estimates, Natt McDougall Company Claim, Edwards File."

I have copies of the depositions given by Williams, Paulsen and Putnam; do you wish those?

Q No, I have those.

A That cleans me out.

MR. WYCKOFF: He has two sets of plans.

MR. BIGGS: Let's take a few minutes recess.

(Adjournment for noon recess.)

(FURTHER DIRECT INTERROGATORIES BY MR. BIGGS:)

Q Mr. Edwards, with respect to the file which you handed me entitled "Low Pass, Siuslaw Highway, McDougall Company, Contract 3754, Correspondence, Etc." - is this a complete file or did you remove some of the correspondence from it?

A No, I think that is everything I can find in my office.

Q I notice that the top letter here dated June 11th, from Mr. Smith to you, refers to an enclosed letter to Mr. Wyckoff which does not seem to be attached.

A (Examining file) Did you look in all of the files here?

Q I have looked through it in what time was allotted me, and found nothing of that description.

A We maintain a separate file on each job, each location and each construction, and we have a routing stamp which you can see there on the bottom, for assignment for handling either by myself or one of the two Assistant Division Engineers, and you will note that one was handed--

Q Well, the question is - did you yourself remove anything from the files?

A No.

Q Has it been in the possession of anyone else, to your knowledge, for the purpose of reviewing the file before it was brought into this room?

A No. When I got the subpoena to appear with all my records, I had my office engineer get out the files; I told him I wanted everything we had, and to put them up in folders or the best way he could and to put them on my desk, which he did, and this is exactly what he gave me.

Q You brought them just as they were given to you?

A Just exactly.

Q Did you yourself make an estimate of the cost of this project, Mr. Edwards?

A Yes, sir.

Q What was your estimate of the cost of the excavation?

A May I examine my file there?

Q Yes.

A I submitted a set of specifications with the project which should be attached - my estimate of what was required. Yes, here it is. Structural excavation; general excavation unclassified, 48 cents.

Q 48 cents?

A Yes.

Q Did you have any other unclassified at all?

A No.

Q Did you have any common?

A No.

Q How many yards?

A 850,000 yards.

Q How much of that would be from the Big Cut, approximately?

A Shortly under 500,000.

Q Five-eighths of that--

A Roughly, yes.

Q From the Big Cut - the majority of which you thought would require drilling and blasting?

A Yes.

Q How much did you figure the drilling and blasting would be?

A I didn't make a separate classification of the project with regard to excavation costs. I took it as a lump, so many yards of excavation, and made up my mind as to what the probable bid price would be.

Q Well, how could you make up your mind without having some idea what the cost of drilling and blasting would be? How could it be an informed judgment?

A It could be an informed judgment by comparison with other projects and bid prices received thereon.

Q Where most of the excavation was drilling and blasting?

A Where the problems were similar, yes.

Q Well, here we had, as you know, a big cut, and the majority of the excavation was to come out of that big cut?

A Yes.

Q And the majority of the material out of that cut, you said in your opinion would require drilling and blasting.

A That's correct.

Q So this was primarily a drilling and blasting job in your judgment, is that correct?

A Yes.

Q And you adopted a figure of 48 cents out of the air, based on what other contractors had done where the bulk of the work was drilling and blasting?

A Where the problems were comparable, yes.

Q Would you name another single project, one that you can name or recall - and I will give you quite a little time - within two years of the time of this project, where 5/8 of the excavation or where the majority of the excavation was drilling and blasting, sandstone and shale, where you had a bid price of 48 cents a yard?

A Well, as I recall--

Q Now do you want to think about that?

(Interruption.)

A I will have to answer this question from memory--

MR. WYCKOFF: Do you want the question read?

A Yes.

(Question read.)

A It is my memory at this time that at the time I made this estimate we had the job from Divide to Anlauf on the Pacific Highway under way; the quantity of material that had to be blasted was quite high in comparison to the whole, and it is my memory that we had a bid price of 47 cents on that.

Q Who was the contractor, Mr. Edwards?

T.E.

A The contractor was Fred H. Sla~~d~~te Company and E. C. Hall Company, a joint venture.

Q When was that?

A I believe that contract was let in December of 1951.

Q Now you think back - you say that the majority or that the percentage of the rock was quite high in comparison with the overall excavation; give me what you recall the percentage to be, if you will, please.

A I would say half and half.

Q You would say 50 percent?

A Yes.

Q Would you be surprised if the rock ran 10 percent and the other 90 percent on that project?

A I would be quite surprised, yes.

Q It is your impression that with half rock and half common on that Divide-Anlauf project, you had a nonclassified bid for excavation of 47 cents a yard?

A That is as I recall at the present time. I wouldn't make a definite statement that 47 cents was the price without looking at the contract that we had.

Q Now can you think of any other contract?

A At that time I think we had a section going from Chrome Plant to Cedar Point on the Oregon Coast Highway, and the amount of material necessary to blast there, I would say was 30 to 40 percent maybe; as I recall our bid price we had some stuff in there for 43 cents, and again, I would have to check.

Q You say some "stuff" - are you talking about 43 cents on all of the excavation?

A On all of it.

Q Which included 30 to 40 percent rock?

A That is right.

Q What was the other - just common diggable material?

A Yes.

Q Was that in a highway section?

A The Oregon Coast.

Q I mean in a mountainous area?

A Well, the area was adjacent to the Coquille Valley; this particular job of which I speak lays in general between the railroad which is barely along the edge of the hills in the valley, and the adjacent hills, and the price on that - in that case, as well as in the case of the Divide-Anlauf section further is influenced by the necessity of carrying traffic through the project at all times.

Q Were there in either one of those projects you have mentioned any other factors by which a contractor could have made up for his bid on the excavation, differing from the McDougall contract on the Siuslaw?

A I don't understand the question.

Q Well, were there other features about that, that made it more profitable to the contractor, where he may have made it up on other items?

A Not that I can recall.

Q Timber purchases or clearing or anything that would have given him a credit on the overall job?

A On the job on the Oregon Coast Highway there was very little timber, it was brush country; I would say there, no. On the

Divide-Anlauf there was a slight amount of timber, but I would say an amount that would be negligible.

Q Now I understand then that you had thought where the materials to be excavated would run as high as 50 percent of the total, 50 percent being rock and the other 50 percent common, that the average contractor would bid under 50 cents, on an unclassified bid; is that correct?

A I believe, in that Coast country, yes.

Q What if it were all solid rock, what bids were you getting?-- The average bid for all solid rock, all drilling and blasting?

A Well, I will have to - I am trying to think whether we had the job going at Roseburg to - no, correction - it was the South Umpqua-Fairgrounds Section of the Pacific Highway, in which we classified by location, and in spite of the fact that we called for classification by location A and location B, in that a majority of the project was a big rock cut, with a little dirt on one end, a contractor bid it at the same price for both classifications, both location A and location B, and I believe his price was 74 cents.

Q Would that be the only knowledge you would have of what contractors were bidding for solid rock excavation?

A I believe that at the time, for projects to use as a comparison, that one was the major one that we had going. I don't believe at that time that we had a straight solid rock excavation.

Q Within two years of the time of the McDougall job?

A That is right.

Q Did you have any other information as to costs, acquired from your Cost Analyst, of projects all over the state - of what it cost contractors to excavate where they had to drill and shoot as they did on this job?

A We got each year a complete summary of all of the excavation moved, or made, together with a weighted average of the cost thereof per cubic yard. That comes from the Cost Analyst Department, and it is very difficult to - from that, to establish a price, to say exactly what the contractors were bidding on 100 percent solid rock jobs, because they are all lumped.

Q Well, from your own experience you knew that it would cost him more to do a solid rock than a common excavation job, don't you?

A Yes.

Q How much more?

A Well, based on the normal data that we get from the Cost Analyst, the cost of drilling and shooting starts at around 30 cents - 30 or 32, somewhere in there.

Q The cost of actually drilling and shooting solid rock is as low as 32 cents, and was at the time this job was done?

A Yes.

Q That is the cost; what is the bid on that, the percentage of profit?

A We don't bid that as a separate item.

Q I know you don't, but do you know what that would be? What bid would you expect where the contractor's cost was 32 cents?

A You would have to get it down to a specific job.

Q All right, let me ask you then - what is the highest - you started at 32, and what does it range? 32 to what?

A I have seen data where it ran up as high as 40.

Q 40 cents cost?

A Yes.

Q And no higher than that?

A No.

Q What is the cost of excavating common, without drilling and blasting at all?

A Depending upon the conditions which you may encounter - the question is a very broad one - depending upon what you have to do with it.

Q Well, there must be some cost to excavating if you don't drill and blast.

MR. WYCKOFF: Just a minute - you asked a question which is general and which has no application to the case; I have no objection to his answering if you give him a real question to answer.

A I wouldn't mind answering this one - if I may continue. Certain materials can be excavated with dozers, if they don't have to be loaded, for as low as 10 cents. We have bid prices of highway excavations and embankments for less than 25 cents. We have others that are influenced by traffic conditions and other factors that go as high as 35 cents.

Q All right; I don't want to get any more extraneous material in the record than is required, but Mr. McDougall has called my attention to the fact that drilling and blasting is only a part of the cost of excavation. Now let's talk about excavation costs of solid rock, and I would like to have your statement as to what that cost is - drilling, blasting and moving, and all of the other work that goes into excavation of solid rock.

A Well, there we are again with a question of the other conditions which occur to all jobs - was there traffic, were there confinements which affected the working conditions - but very obviously, if we assume that the material has been properly shot and blasted, or broken up, that it should be loaded for 30 cents a yard.

Q So that would add to the drilling and blasting another 30 cents for loading and removing?

A That is right.

Q Would you say then that the all-inclusive cost of a rock excavation job would be 60 cents a yard if you didn't have a great deal of traffic problems and some of those other things you spoke about?

A Of a normal job, yes.

Q Well, is this what you would consider a normal job?

A I believe so, yes.

Q So if this were all rock, and you had known that it was all rock, you would have figured 60 cents only on the cost of excavating that rock; is that correct?

A Yes, I probably would have figured around 60 cents or somewhere in there.

Q What was your total estimate, Mr. Edwards, for the whole job?

A $716,000.00 for the bid items.

Q Did you make that estimate yourself or was that estimate based upon what Mr. - your Reconnaisance Engineer estimated it?

A Mr. Waller?

Q Yes.

A No, I made this myself.

Q Did you examine Mr. Waller's figures?

A Yes, I did.

Q May I have his estimate?

A Yes; there it is.

Q Now Mr. Waller made an estimate of cost based upon the construction of a tunnel, did he not, which would greatly reduce the volume of excavation?

A Yes.

Q He also made an estimate without a tunnel, based upon a 190-foot cut in that ridge, is that correct?

A Yes.

Q Did you observe that in his tunnel excavation he had unclassified 243,000 cubic yards at 45 cents a yard, and without the tunnel, where he was excavating an open cut, 783,000 cubic yards at the same price, unclassified, 45 cents?

A Yes, I observed that, however, I paid no attention to the tunnel estimate because the decision had been taken prior to the time that I took over as Division Engineer to make it an open cut, so--

Q Well - excuse me - go ahead.

A I would have no further interest in his tunnel.

Q But would that have indicated to you, these two figures, that he considered most of it common and a very small percentage rock?

A No, not necessarily.

Q Would it have had any significant bearing on that question at all?

A I think not. In preparing these specifications and estimates which I submit with the final field plans, which I described to you earlier, it is my responsibility to make an estimate of what I think the job is going to cost the Commission. What anybody else thinks has no bearing on my thinking.

Q You don't even consider it?

A No.

Q You then wouldn't have considered Mr. Paulsen's estimate?

A No, I wouldn't.

Q Did you know that he made an estimate?

A Yes.

Q Do you know who he is?

A Yes, I know Mr. Paulsen. I would say this, that I knew the Cost Analyst would make an estimate; I didn't know whether it would be Paulsen or Siegmund.

Q Did you know what the cost estimate was after it was made?

A No, I didn't. I have never seen it.

Q You haven't learned it as of now - what his estimate was?

A No.

Q Have you read his deposition?

A Yes.

Q Did you observe there what his estimate was?

A I think he said in there that his preliminary estimate was 50 cents per cubic yard, and that later he had dropped it to 45.

Q Did you observe how he broke down the estimate?

A Yes, I did.

Q Did you observe what he estimated the rock excavation at?

A I don't recall that part of it.

Q To refresh your recollection, I call your attention to the fact that he broke it down to 35 cents for common, 50 cents for intermediate and 90 cents for sandstone, and he figured the sandstone at 70 percent of the cut, according to his testimony. Do you recall that?

A I didn't, but I see it here again when I read it now. Yes.

Q And you didn't discuss that with him at all at the time you made the estimate?

A No, sir.

Q Well, at some level all of the various estimates are gotten together, are they not?

A That is right.

Q Did you participate in conferences at that level, where all of the estimates are considered?

A No, sir.

Q You do not. In your opinion was this a much harder excavation job than had been anticipated, and more costly, Mr. Edwards?

A I believe in my mind that - I couldn't say that it was an easier job than I anticipated, consequently I would have to say that it was as tough or tougher than I anticipated.

Q And that was because there was really more rock - or a more difficult concentration of rock than you had anticipated from the showings on the side hills; is that right?

A No, I wouldn't say that was the reason, because in my own mind I think we hit pretty much there what I had anticipated it was. However, the factor of getting it out of the cut and down to the fill, the steep haul ramp, was the thing that in my mind made it a tough haul. I don't think the excavation itself was a great deal tougher than I anticipated.

Q Well, just so we understand each other on that - is it now your testimony that from your first inspection of that you knew that 80 percent of it, or 5/8 of it, would actually have to be drilled and blasted?

A No, I think in my first inspection that I probably had in mind - you will recall that I said earlier that I thought the top 50 feet would come off of it, and therefore I would have to say that probably the percentage was maybe 10 percent higher than I thought it was.

Q That is the percentage of rock in the Big Cut?

A Yes.

Q You think was only 10 percent higher than you originally estimated?

A That's right.

Q Is that right?

A That's right.

Q But in addition to that, the removal of the rock from the cut, by reason of the steepness of the ramp, was considerably more difficult than you had anticipated?

A That is correct.

Q Why was that, Mr. Edwards?

A Well, because of the extreme gradient of the haul road up to it.

Q What conditions required that method of excavation, that you couldn't anticipate or foresee?

A Well, that is a thing that is brought on by the contractor's decision, a thing that is under his control,as to how he shall get that material down out of there; and as I stated earlier in my testimony, I thought that it could have been made easier by the development of a less steep haul road.

Q Then it is your testimony that aside from the fact that there was 10 percent more rock than you had anticipated, the increased toughness of the job was because of the methods that the contractor chose to do the work, when he could have chosen easier and less expensive methods to do the work?

A That is the way I feel, yes.

Q Was it you who directed Mr. Putnam to pass out the core drillings or the drill logs to the contractor, Mr. Edwards?

A Indirectly. I notice this letter is initialed "P.F.B." - P. F. Burnett, who was my office engineer at the time, and whether I gave him a specific instruction on this particular job, I don't know, but we have a standard instruction that they shall be made available at the office of the Resident Engineer.

Q Now I notice here a letter from you to J. F. Putnam under date of May 26, 1953, reading: "We attach hereto test report on the Low Pass section indicating lack of compaction. Please check into this matter." What test report was that, that you were referring to, Mr. Edwards?

A It is one of these; (examining file) it would be a report of this nature.

Q Well, what materials were you referring to?

A Materials in the fills.

Q And from what source did that - did they come?

A I couldn't answer that, from the letter. We have a soils department, and take samples for compaction, and they summarize the various tests taken during the week and each Monday I get on my desk a stack of these with a summary attached thereto so that I can examine them quickly.

Q May 26, 1953, was after a great quantity of the material was coming out of the Big Cut, was it not?

A Yes.

Q And since the Big Cut supplied a great percentage of the fill material, you would presume that the report would be referring necessarily to a great deal of the material coming out of the cut?

A No, I wouldn't.

Q Or be based in good part upon the material in the Big Cut?

A No, I wouldn't assume anything in that regard without going back and getting it from--

Q I will give you a minute or two to do that.

A --without getting from Putnam the exact report which I sent him. Now these reports, if you will notice, specifically delineate the area in which the test was taken.

Q Well, could you do that from the files that you have available?

A No.

Q You could not go back and do that?

A No.

Q Perhaps you can tell me what you mean by lack of compaction.

A Our contract specifications say that the material removed from the cuts and placed in the fills shall be compacted to 90 percent of its maximum density, in an area below 5 feet from the finished grade, and that from 5 feet below finished grade to the finished grade, that the soils shall be so compacted that they shall be 95 percent of their maximum density, and that is the thing which the soil department checks for us. We have our soils inspector, we have a laboratory that takes the samples and makes the necessary tests, runs them through, makes up a test report down on the bottom here; he gets the maximum dry density and optimum moisture content of the material being placed, and then he gets the percentage of compaction; what the material is actually being compacted to. That is the one the specification refers to, and that is the one which - or one of those which I refer to in my communication to Putnam.

Q In other words, the report to you was that the material was not being compacted to its specified compactability, or to the compactability of which it was capable - within 90 percent of it?

A That is correct.

Q What would be the compactability of sandstone removed by drilling and blasting?

A I don't think we would test sandstone.

Q It would have no compactability, is that correct?

A As a single piece, no; as a part of the whole, it might.

Q Well, you necessarily figured its compactability in preparing your mass diagram and your plans and specifications here, didn't you?

A In preparing the mass diagram and plans and specifications, we select an anticipated factor to which it would compact in order that we might properly adjust the amount of cut to the amount of fill, or vice versa.

Q And you were figuring the amount of sandstone there, weren't you?

A Yes.

Q About 5/8 of your material was to be sandstone, according to your estimate?

A Yes.

Q And you figured it would compact to something less than 1 to 1?

A I don't think I made that statement.

Q No, but what did you figure your compactability would be; your overall would be 1 to 1, but what would 5/8 of your material be?

A I didn't consider the thing in units, I considered it as an entire body, you might say.

Q True, but you couldn't disregard that large a volume of very hard material, could you? If 5/8 of your fill material was going to be broken-up sandstone, through drilling and blasting, you would have to take into account what the compactability would be of the major component of your fill material, would you not?

A Well, I think I did that when I established a supposed factor of 1 to 1.

Q Maybe you could just take me through the details of it. Obviously, sandstone broken up wouldn't compact to 1 to 1, would it?

A No.

Q Dirt or common might compact to something less than 1 to 1, is that correct?

A Yes.

Q If you had 3/8 of it compacting to what figure - we will take what figure? What would be fair?

A Well, you are approaching the compaction figure from an erroneous angle, with regard to shrinkage. Now do you want to talk about shrinkage or do you want to talk about compaction?

Q Well, perhaps I hadn't been aware of the difference.

A There is a difference.

Q What do you mean by shrinkage?

A The term shrinkage as we use it commonly refers to the comparison of the amount of material that comes out of a cut, the volume that it had in its original position, as compared to the volume that it has when it is placed in a fill.

Q Are you talking now about common?

A Any material. This is a principle that I am talking about.

Q All right.

A That is commonly referred to as shrinkage.

Q To make me clear on that, that means if you take 10 yards - we will just use dirt, with a high compactability - take 10 yards of dirt out of a cut, you won't have 10 yards of dirt to put in a fill, even if it compacted 1 to 1?

A You would have 10 yards of dirt to put in, but it won't make 10 yards of fill.

Q Isn't that because of the compactability?

A The term commonly used there is shrinkage.

Q That is because it packs down to a more compact space than it was in before?

A That's right.

Q That is what you mean by shrinkage?

A That's right.

Q Now what is compactability, in your view?

A Compactability is the ability to remove all of the voids from the material, or as nearly so as possible, and get it to its least volume.

Q How can that be done except by packing it down?

A It can be done by packing with rollers or by vibration.

Q That is to pack it down, isn't it?

A That's correct.

Q Then I still don't get the distinction between compactability and shrinkage.

A Maybe I haven't been able to explain it properly. The compactability of material would be the - you might say the ability of the material to be compressed into its least--

Q Packed down?

A --voids. The moisture content that it has enters into its compactability, the grain size enters into its compactability, and those are the things you think of when you say compactability. When you say shrinkage, you think - at least, I do - think of the comparison of volumes.

Q Isn't the volume reduced because of compactability?

A Possibly.

Q Isn't it compactability that brings about the shrinkage we are talking about?

A Possibly it is, yes.

Q Well, then to go back to our original question, whether we are talking about shrinkage or compactability or both, you were trying to make the volume of your excavation equal the mass of your embankment, were you not, as nearly as possible, to get a balanced job?

A In the design of the job we were, yes.

Q In the design of the job, yes; you had 5/8 of the materials you were working with, sandstone, which you anticipated?

A Yes.

Q Now there must be some factor of compactability which you would apply to sandstone as distinguished from dirt, in order to arrive at it - if you knew you had 3/8 dirt and 5/8 sandstone, you would have to know something about the compactability of either or both before you could reach an average factor that would tell you whether you were going to have more or less material at the end of the job than the job called for - isn't that right?

A There are so many other things that enter into it besides the two classes of material.

Q I appreciate that.

A That would be a poor approach, to approach it strictly from the principle you have there, of 3/8 dirt and 5/8 rock.

Q I understand there are other factors, but this is certainly a factor, isn't it?

A Yes.

Q And an important factor, isn't it?

A Yes.

Q Therefore it deserves and is given careful consideration in the design of your highway, is it not?

A Yes.

Q All right, now in considering it and giving it that careful consideration, you mention, among other things, consideration of the compactability of sandstone as opposed to the compactability or in comparison with the compactability of soil, do you not?

A No.

Q It doesn't make any difference to you then whether it is sand or dirt, or dry or wet dirt, blocky rock or small rock, or whatnot, that doesn't enter into your determining whether you are going to have a balanced job, by taking into consideration the compactability of the materials you are working with?

A I believe that is a different question than the one I just answered "no" to.

MR. WYCKOFF: I believe that is very argumentative and there would be no point in answering it.

Q If it is, I would like for you to straighten me out. I would like to know why you did not consider the compactability of sandstone as opposed to the compaction factor of soil, in making the plans and mass diagram and so on, for your highway.

A The previous question you asked me, and as I understood it, was if I had considered the compaction factor of the dirt and sandstone separately, and I said no; am I right?

Q I am sure you are right.

A Now, in my mind, in determining the shrinkage factor and setting up this balance between earth - or between excavation and embankment, the most important thing is the possibility or probability of there being sufficient free-~~[illegible]~~ fines, let's say, among the chunks of sandstone, to fill the voids. The voids are what cause swell, or the lack of them are what cause shrinkage.

Q All right.

A If, in my estimation, the 3/8 of which you spoke, of dirt, is sufficient to fill the voids around these chunks of sandstone, or if in my opinion the cut will be so removed that the larger chunks and the smaller chunks will be intermingled, which will further tend to reduce the percentage of voids, then that becomes the primary and most important factor to consider in establishing a shrink factor; not the compactability of a chunk of sandstone, because with that chunk of sandstone you have got it in its most solid form right there.

Q Is that the way you did approach it?

A That is the way I approached it.

Q In other words, you knew that the sandstone itself could not compact to 1 to 1, but you figured that the 3/8 dirt would fill the voids sufficiently in the sandstone to bring the whole job up to 1 to 1?

A Up to 1 to 1.

Q That was your approach to the matter?

A Yes.

Q And you have not otherwise made a study of the compactability of the sandstone as such, in this case?

A Not as I understand your approach to it, to take a chunk of sandstone and determine the compactability or the shrinkage factor of that piece of sandstone.

Q You made a recommendation, did you, with respect to this particular claim for allowance for additional compensation, Mr. Edwards?

A I think that I did.

Q To whom was that made?

A I think it was directed to Mr. McDougall, with a copy to Mr. Smith and a copy to Mr. Putnam, dated August 6th.

Q I presume you are familiar, are you not, with the changed conditions clause of the contract?

A Yes.

Q To your knowledge how many claims have been allowed under that changed conditions clause?

A To my knowledge, none.

Q You don't recall any time when the Highway Commission has ever made any allowance under that particular section of the contract?

A In the past five years that I have been either Assistant Division or Division Engineer, I do not recall any in this division; what has been done in the balance of the state, I am totally unaware of.

Q Wasn't an allowance made on the Charles O'Neill contract north of Myrtle Creek just recently because of the changed conditions that were encountered there in the materials that were excavated?

A It has been discussed, but none has been made because nothing has been done.

Q That is a claim you are considering?

A That's right.

Q I see. Was an allowance made or a claim approved on the realignment of Highway 30 on the big cut approximately 6 miles south of Roseburg near Dillard, because of changed conditions?

MR. CORY: Highway 99?

Q Highway 99 - I am sorry - not 30.

A I doubt - I wouldn't in my estimation call that a --

Q Changed condition?

A --an allowance made. We designed the cut slopes at 1/2 to 1, and they were broken, would not stand, and we revised them to 1 to 1.

Q That is widening?

A Yes. We asked the contractor for a price to do it, and the price he quoted us was not in line and we told him to do it force account.

Q What is force account?

A Cost-plus.

Q Cost plus what?

A A percentage.

Q What is the percentage?

A I believe it is 5 percent on equipment and 15 percent on labor.

(Counsel conferring.)

Q I believe, Mr. Edwards, you said that you had ordered - had requested one test hole drilling, is that correct?

A Yes.

Q Did you ever tell Mr. McDougall - and I am referring to one time at least in your office at Roseburg after the cut had been opened up and it was discovered that there was a great deal more rock there than certainly he had anticipated, whether you did or not, that you had wanted five or six test holes drilled but you were overruled on that and were not permitted to have that many holes drilled?

A Well, I can't recall at this time either of having wanted more test holes or having been overruled on more than one.

I do recall that I wanted the test hole drilled deeper and that I couldn't get it.

Q Well, did you tell Mr. McDougall that - that's what I am interested in.

A I couldn't--

Q You don't recall?

A I don't recall whether I did or didn't.

Q We are talking about several now, not one.

A Yes.

Q That is all; thank you very much, Mr. Edwards.

MR. WICKOFF: I have no questions.

Q I wish those would be available for trial - if you would keep them in that order.

A I can keep them in this same order.

Q Do you know who the contractor was on that Chrome Plant job?

A E. L. Gates.

MR. BIGGS: All right, thank you.

(Deposition concluded.)

Dated this 6th day of September, 1955.

/s/ Tom Edwards

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

NO. 41131

MATT McDOUGALL COMPANY,
Plaintiff,

vs.

STATE OF OREGON, by and through its State Highway Commission,
Defendant.

REPORTER'S CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

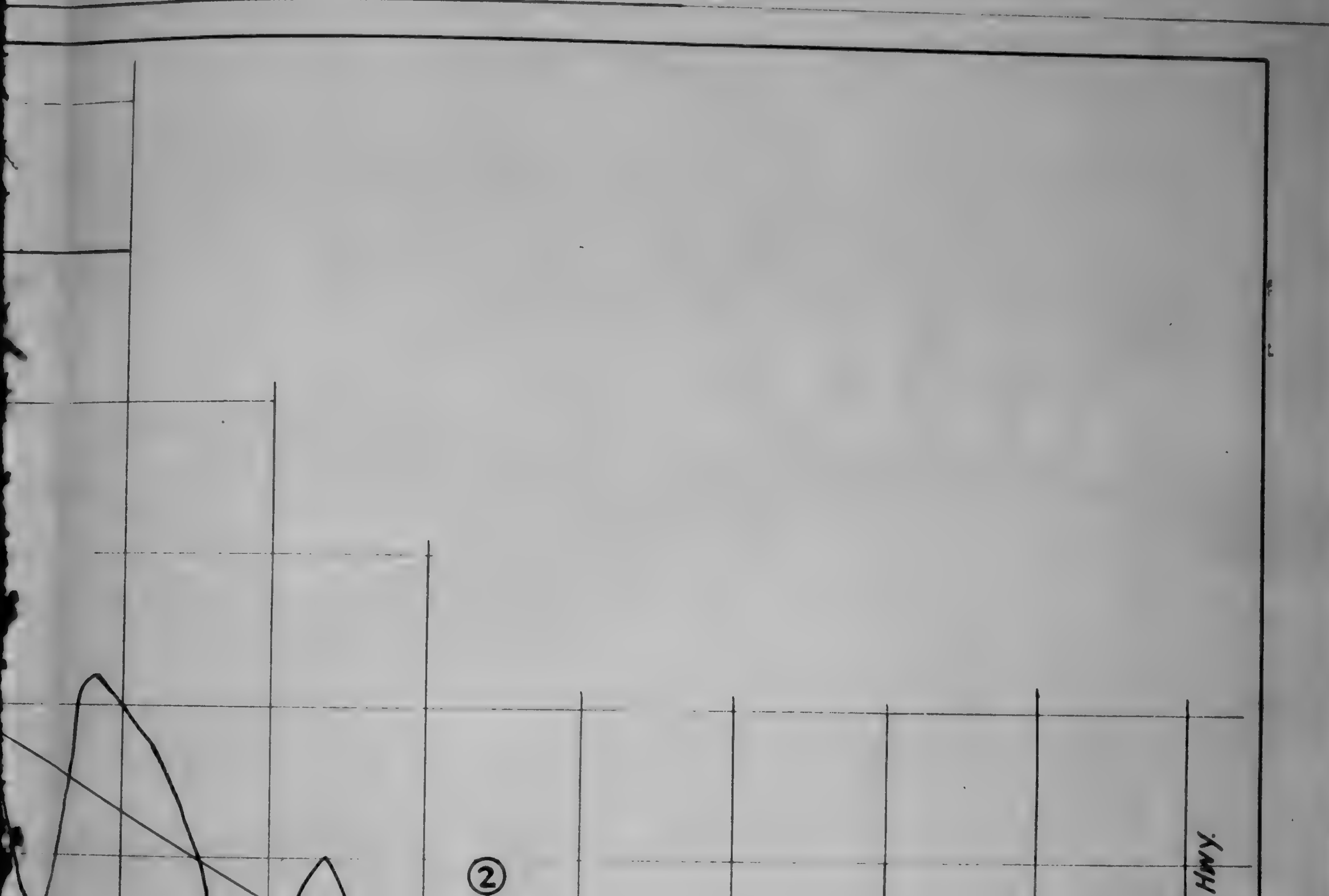
I, B, D. Peyton, a notary public in and for the State of Oregon and an official court reporter of the Third Judicial District of the State of Oregon, hereby certify that the deposition of Tom Edwards was taken before me at the time and place stated in the caption hereto.

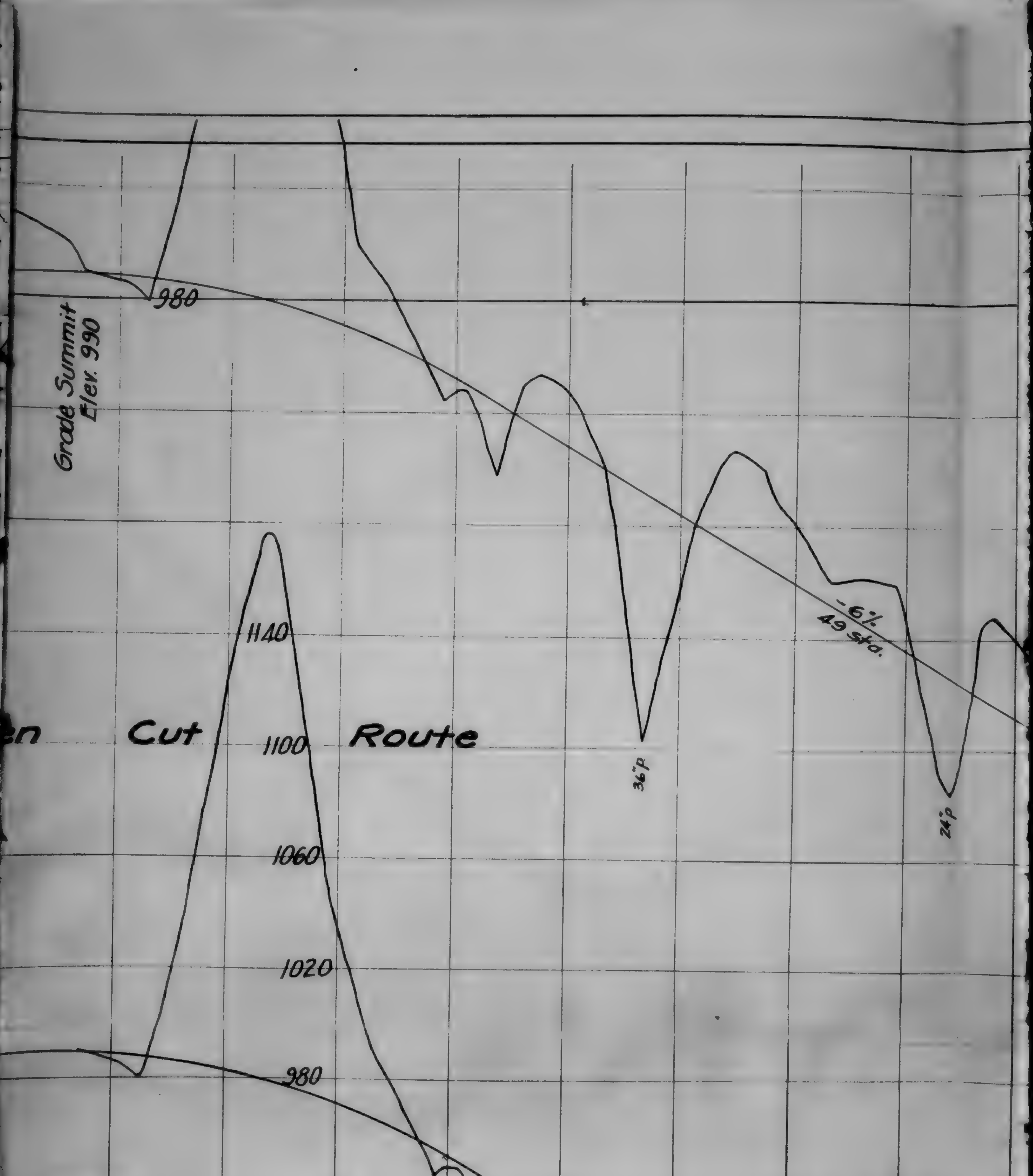
I further certify that the said deponent was first duly sworn by me to tell the truth in answer to the interrogatories propounded to him, and was thereupon examined orally by counsel, and that the testimony so given was reported by me in shorthand and was afterwards transcribed, and that the foregoing transcript, consisting of 86 pages, numbered 1 to 86, both inclusive, is a full, true, correct and complete transcript of said testimony. I further certify that I mailed the completed deposition by registered mail, return receipt requested, to the said deponent for his examination and signature.

WITNESS my hand and seal this 15th day of September, 1955.

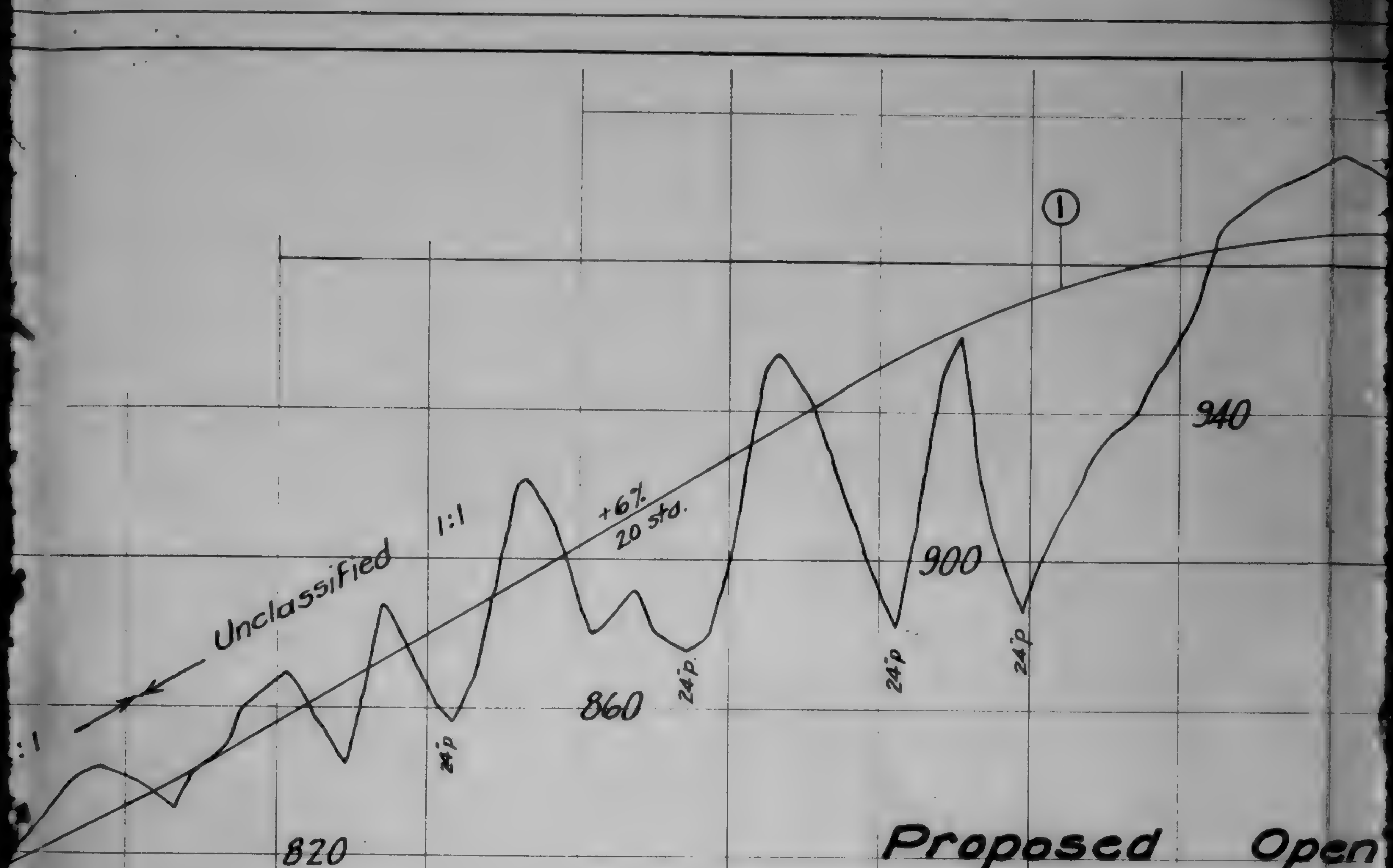
B. D. Peyton
Official Court Reporter, Third Judicial District, and Notary Public for Oregon.

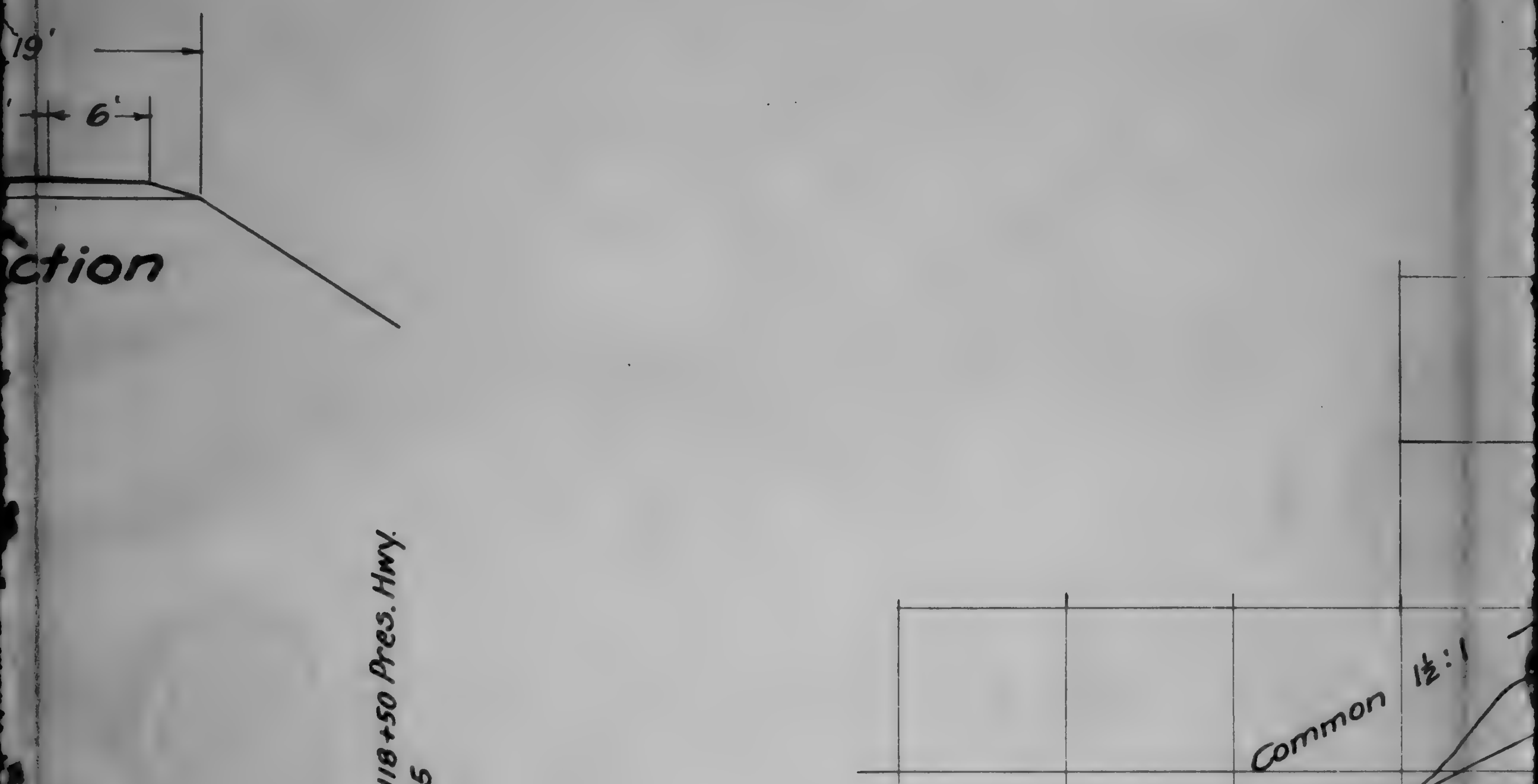
My commission expires Dec. 6, 1955

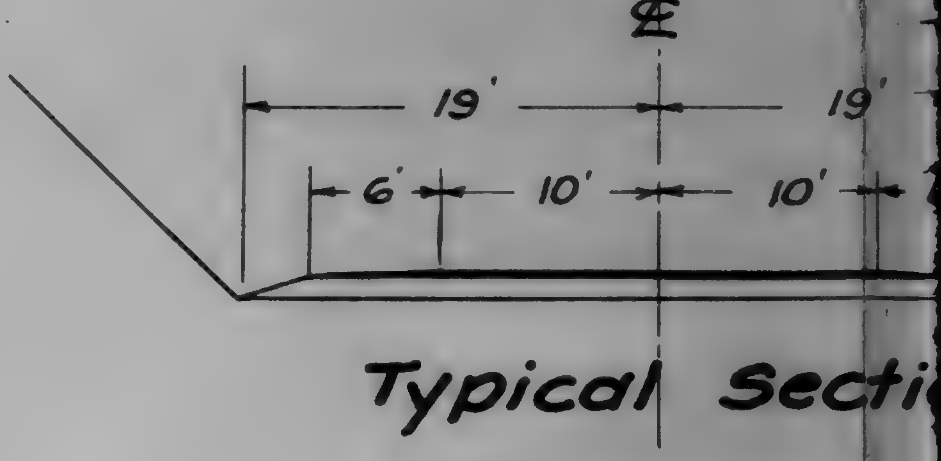

24"p
24"p
24"p
②
2-48"p.
Sta. 924+16 Pres. Hwy.
Elev. 660
Terminal Point
Mile 2.366
Pres. ℄
96
104
112
120



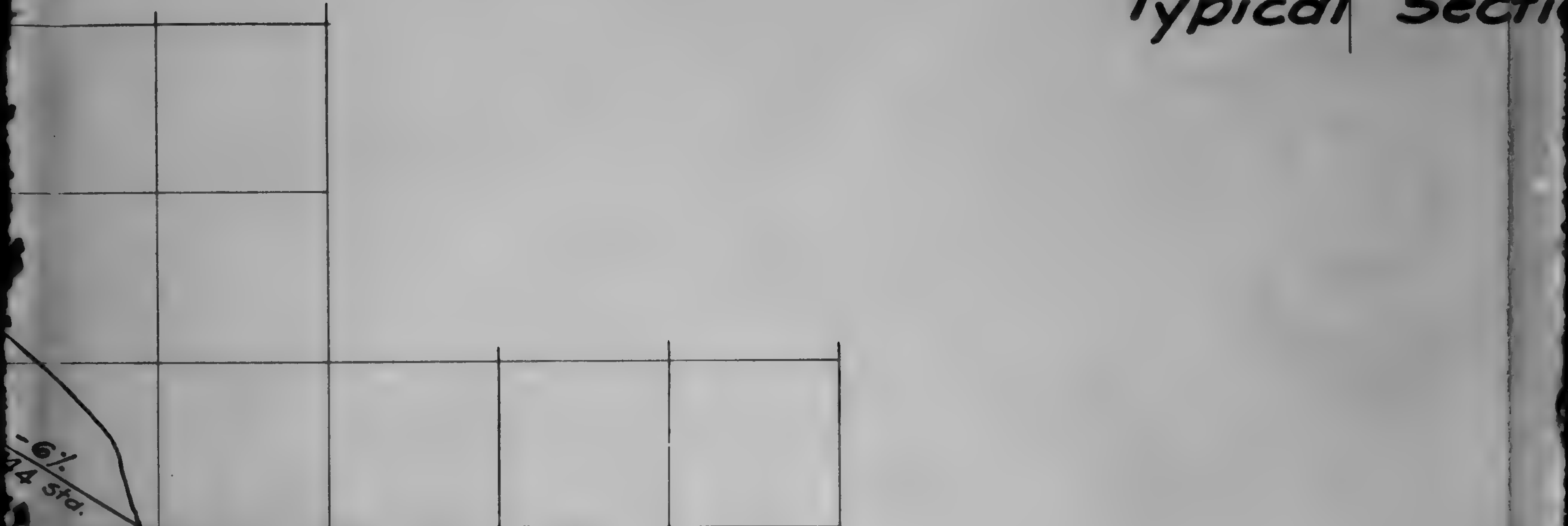
980
Grade Summit
Elev. 990
1140
1100
1060
1020
980
en Cut Route
36"p
-6%
49 Sta.
24"p
64
72
80
88
96

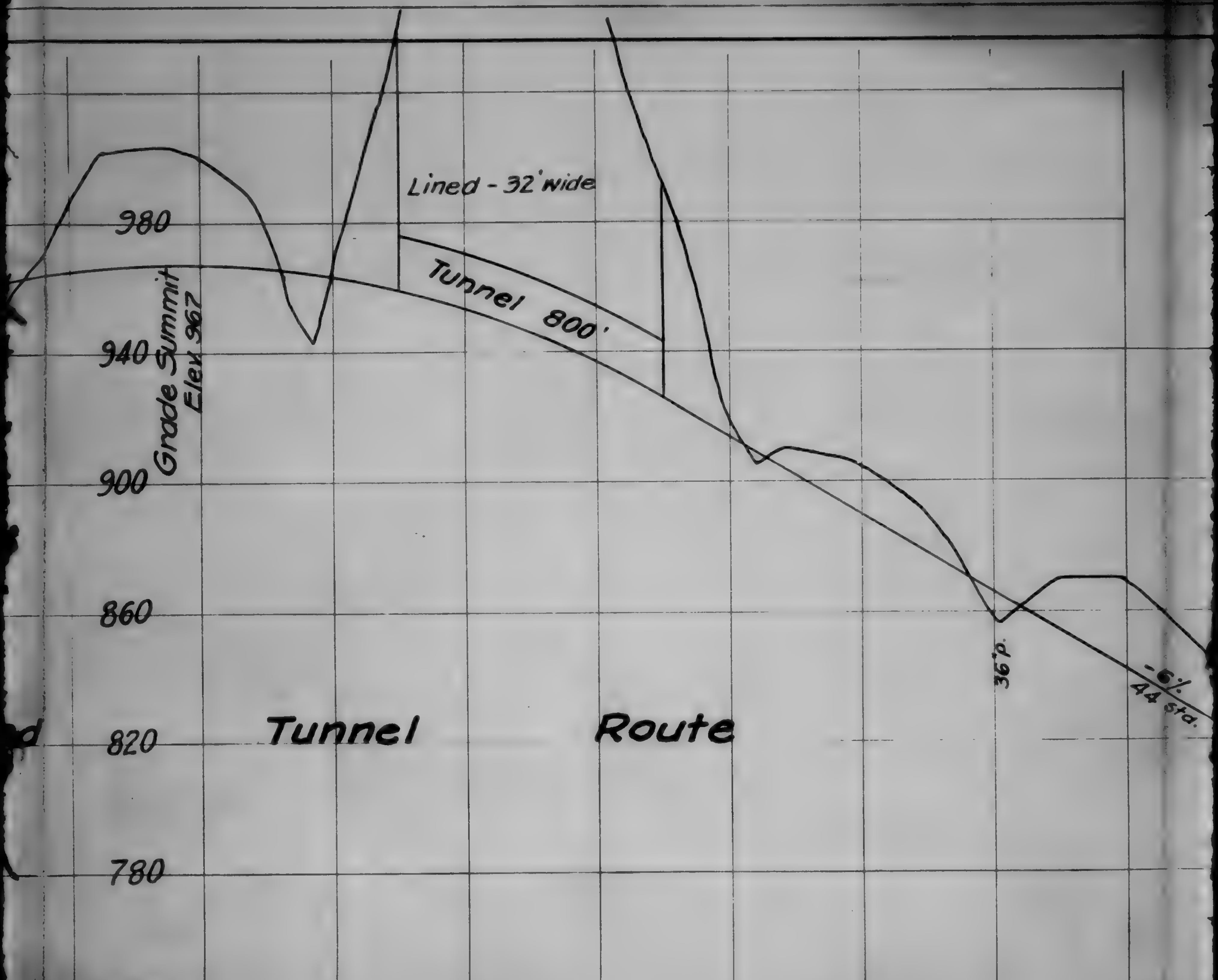

①
Unclassified
1:1
:1
+6%
20 sta.
820
860
900
940
24'p
24'p
24'p
24'p
80
Proposed Open
32
40
48
56

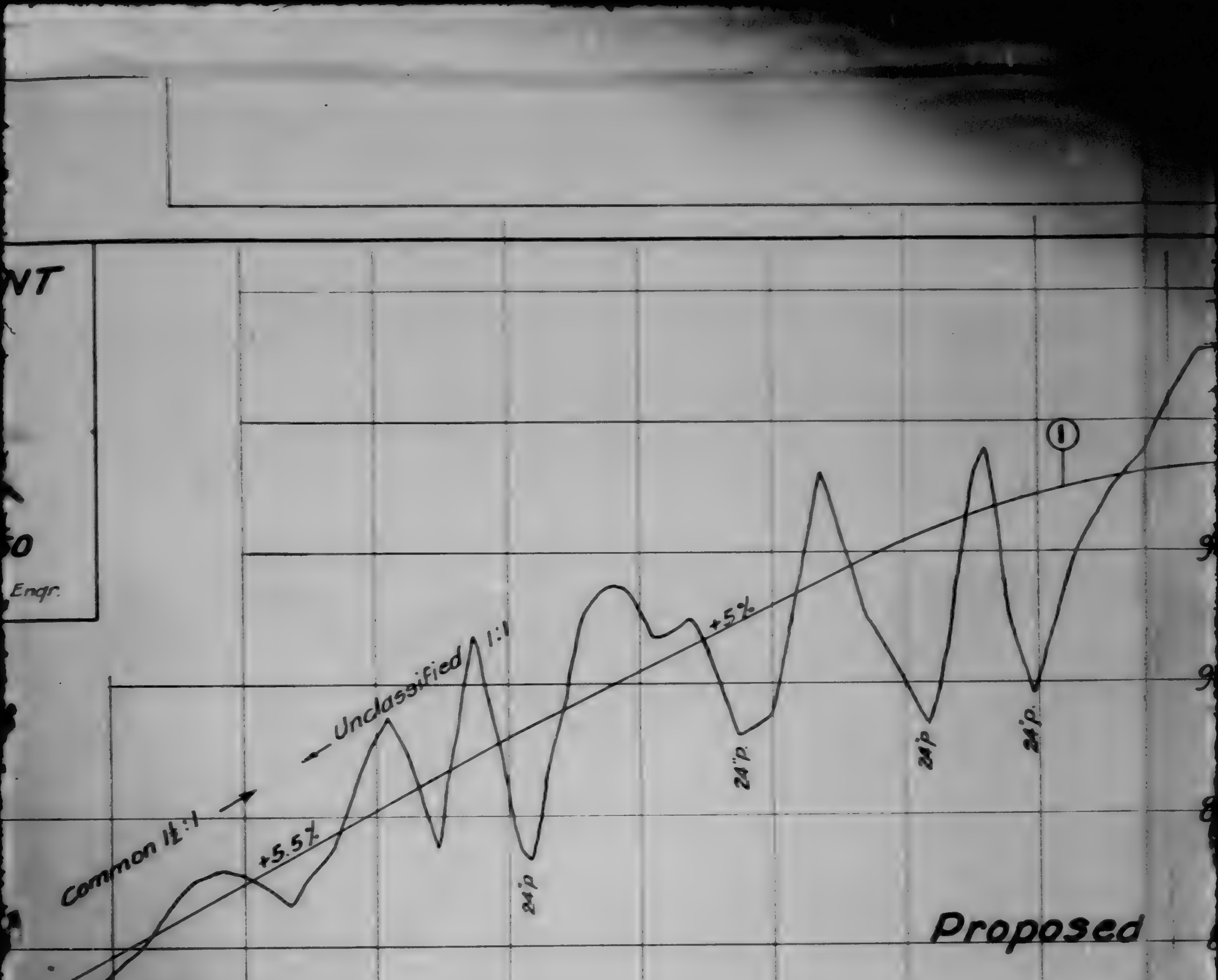

19'
6'
ction
Terminal Point Sta. 924+18 Pres. Hwy.
Mile 2.372 Elev. 660
Initial Point Sta. 1118+50 Pres. Hwy.
Mile 0 Elev. 725
Conard Creek
48p
Pres. Hwy.
Common 1½:1
+5%
780
740
700
0
8
16
24



Typical Secti




Lined - 32' wide
Tunnel 800'
Grade Summit Elev. 967
980
940
900
860
820
780
740
700
Tunnel Route
36'p.
-6%
44 sta.
56
64
72
80
88

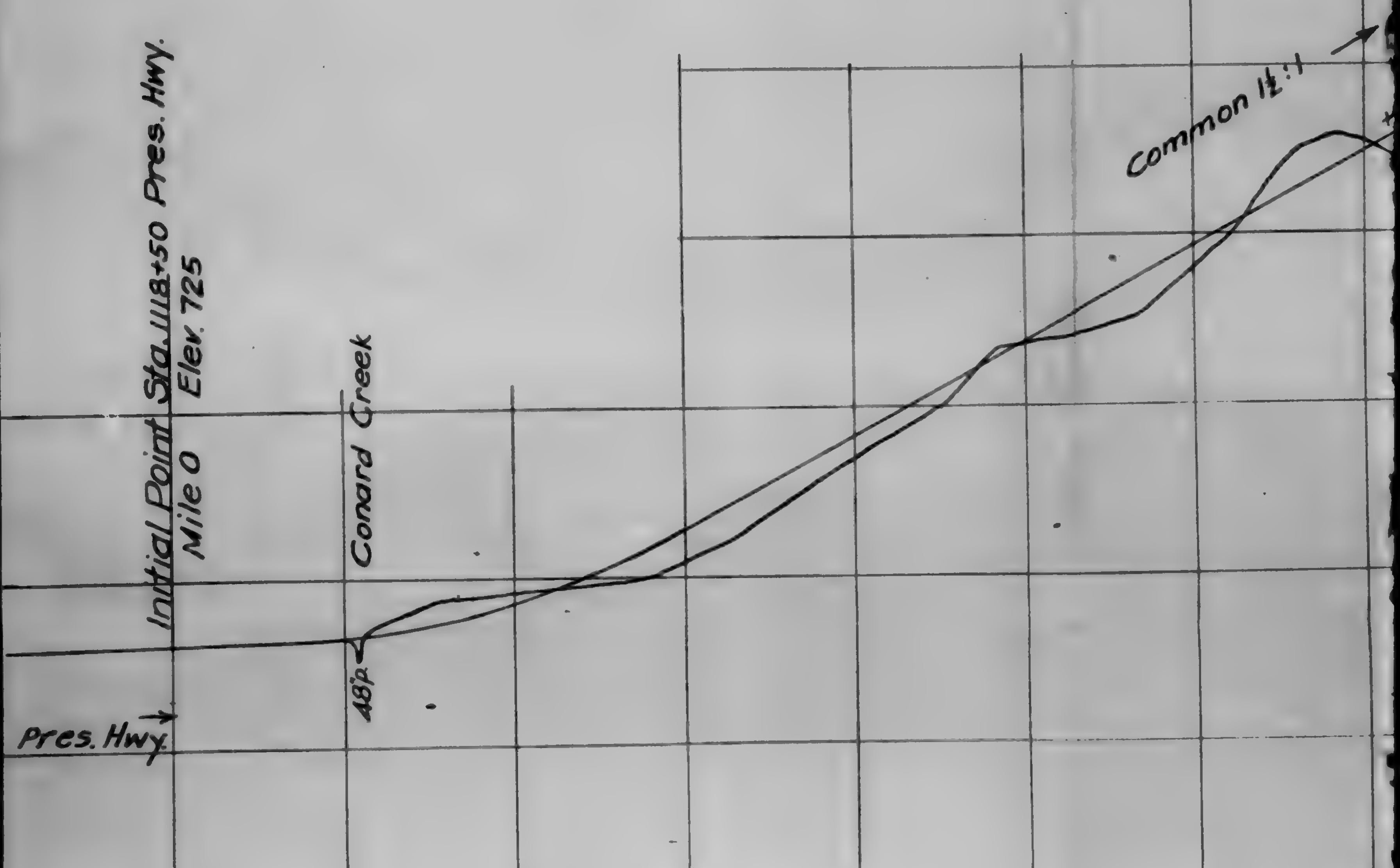

NT
50
Engr.
Common 1½:1
Unclassified 1:1
+5.5%
+5%
①
24"p.
24"p.
24"p.
24"p.
Proposed
28
32
40
48
56

OREGON STATE HIGHWAY DEPARTMENT
RECONNAISSANCE SURVEY
LOW PASS SECTION
SIUSLAW HIGHWAY
LANE COUNTY

Scale - Horiz. 1" = 400'
Vert. 1" = 40'

May 1950
J.F.W. Loc. Engr.

Drg. No. 10C-3-1



26-4222 Oregon Slough Bridge Expansion Plates. 1932

#3755

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 16, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3755	4-final	WEST COAST STEEL WORKS

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2357	D-60184	$ 4,591.09	2/16/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: to Jan. 1, 1953 without penalty

Completion Date: Dec. 26, 1952

Date Accepted: Jan. 21, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-19-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A.A. Wiklander

NOTED ON CARD

RECEIVED
FOR FILING
[illegible]
[illegible]

February 3, 1953

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3755 for work performed on the Oregon Slough Bridge on the Pacific Highway in Multnomah County was completed by the contractor, West Coast Steel Works, on December 26, 1952 and was formally accepted by the Highway Commission on January 21, 1953.

Final payment in the amount of $4,581.09 will be released to the contractor on or after February 13, 1953. The total contract amount is $19,325.59, of which amount $3,385.59 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Cole,Clark & Cunningham
222 S. W. 4th Ave.
Portland, Oregon

NOTED ON CARD
2-3-53

K

RECEIVED

FOR FILING

26-4

3750

January 14, 1953

West Coast Steel Works
5609 N. E. 77th Ave.
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 31 days, from November 30, 1952 to January 1, 1953, within which to complete your contract No. 3755 for furnishing and installing expansion plates on the Oregon Slough Bridge on the Pacific Highway in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

J. T. Skelton,
Resident Engineer

G. S. Paxson,
Bridge Engineer

R

RECEIVED
DEC 22 1952
FOR FILING

26-4112

3755

December 16, 1952

State Highway Commission

Request for extension of time
No. 8
January 6, 1953 meeting

Gentlemen:

Re: Oregon Slough Bridge Expansion Plates
Contract 3755
West Coast Steel Works, Contractor

Herewith a request for an extension of time, from November 30, 1952 to January 1, 1953, for the completion of the furnishing and installing of expansion plates on the Oregon Slough Bridge between Portland and Vancouver.

The work included in the contract was substantially completed by the contract completion date. This is a repair job, and as the work progressed it became necessary to do certain additional work beyond that planned in the contract. It is this additional work that is requiring the extension of time.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the approval of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:iv

RECEIVED
NOV 6 1952
FOR FILING

October 27, 1952

Agenda
11-24-52
4-A-3

State Highway Commission

Gentlemen:

Re: Oregon Slough Bridge

A contract was recently awarded for the replacement of the expansion joint plates at the Oregon Slough Bridge between Portland and Vancouver. This is our contract number 3755, West Coast Steel Works, contractor.

As the work has progressed, it has become evident that some additional replacement and repair should be made. The rollers carrying the structure at the expansion joint should be taken out, repaired and replaced. It has also developed that the expansion device at one of the piers is not in accordance with the old plans that we have for the structure and that a different arrangement will have to be used. These additional items will increase the cost by approximately $3,000, and, as this is a small contract with a small contingency item provided, the final cost will exceed the authorization by more than the 10 percent limitation. I would recommend that you authorize an additional $3,000 for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
AUG 6 1952
FOR FILING

21- [illegible]
3755

August 5, 1952

West Coast Steel Works
5609 N. E. 77th Avenue
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3755, which was awarded to you on July 10, 1952 by the State Highway Commission, covering the Oregon Slough Expansion Plates Project in Multnomah County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-5-52
rn

RECEIVED
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM, OREGON
[illegible] FILING

files

FORM 69

COPY

July 29, 1952

JP: 176363

West Coast Steel Works
5609 N. E. 77th Avenue
Portland, Oregon

Contract 3755

BY SECRETARY

NOTED
F. QUERY

Gentlemen:

The registration and withdrawal of rejection notices you recently forwarded have been received and account 176363 is being opened to cover your steel fabrication operations. Please refer to that number when submitting payroll reports or corresponding with this Commission.

Your withdrawal of rejection is accepted as having become effective at 12:01 A. M., July 23, 1952. On and after that date any and all workmen you engage in Oregon in connection with your steel fabricating operations will be entitled to benefits and you will be expected to report and contribute accordingly upon their earnings.

The rates of contributions which apply to your operation are as follows:

Class	Division of payroll	Base rate per $100 of payroll
3605	Machinery Manufacturing	$1.70
3501	Steel Fabrication-structural	3.30
5307	Bridge Building, under 10'	3.80
5316	Building Erection, steel	3.90
5302	Steel Frame Erection(Antennae Erection)	11.00
5301	Bridge Building, over 10'	10.00
7401	Office, Outside	.26
7101	Office, Inside	.05

A supply of forms for reporting payrolls and accidents, and an acceptance card for posting at the scene of your operations are enclosed.

Your attention is directed to the attached instructions which are important provisions of the law applying to all employers who contribute to the fund.

Your decision to become a contributor to the fund is appreciated and if there is any additional information or supplies that we can furnish, please do not hesitate to write to us.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION

W. M. Franswa
Assistant Commissioner

c.c.
Oregon State Highway Commission
Attention Mr. H. B. Glaisyer, Sec.

JP:lm
Enclosures

RECEIVED
JUL 15 1952
FOR FILING

[illegible]

[illegible]

July 14, 1952

West Coast Steel Works
5009 N. E. 77th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3155 for construction of Oregon Slough Bridge Expansion Plates on the Pacific Highway in North Portland, Multnomah County. This award was based on your bid of $15,940.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ahr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

-322(?) West Approaches to Salem 1952
Bridges on the Dallas-Coast
#3756 Hwy. in West Salem.

11322(2)

File No. -2403

County Polk

Office Pending-Claims Clerk

Date 10-17-56

Herewith are the following documents, in connection with ~~property being acquired for~~ compromise settlement in Contract 3756 ~~purposes from~~

E. L. [illegible]

(✓) Vouchers Rev. $ 13,158.18- ~~Reg.~~ $

( ) Deed copies

( ) ______ Deed to come

( ) Q.C. Deed copies

( ) B. & S. Deed copies

( ) Title Report to come

( ) Title Report

( ) Final Report

( ) Option

( ) Description

( ) Ptl. Rel. Mtg. Copies

( ) Ptl. Rel. Mtg. to come

( ) Sat. of Mtg. copies

( ) Sat. of Mtg. to come

( ) Release of Judgment copies

( ) Assignment of claim (see above)

( ) Lease copies

( ) Easement copies

( ) Permit copies

( ) Indenture of Access

( ) Waiver of Access

( ) Affidavit

( ) Bill of Sale

( ) Resolution

( ) Agreement copies

(✓) Release copies 2 Signed carbon and photocopies

( ) B. & S. Deed From State to ______

( ) Voucher or Invoice

$ ______

to ______

for ______

( ) Verdict, certified and ______

( ) Stipulation

( ) Final Judgment, certified & ______

( ) Judgment Order

( ) Cost Bill

Special Approval on Legal Cases

8-17-56 Minutes

Page 67

Distribution:

Remarks:

Contract - distribution number from Mr. Parson in Mr. Hardie's office

27-1025-239

RIGHT OF WAY DEPARTMENT

Earl F. Saling

RECEIVED
AUG 16 1955
FOR FILING

FORM E30—50M—10-54—79485

u-[illegible] (3)

375[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 16, 1955
Salem, Oregon

SUBJECT:

To:

Mr. Leonard I. Lindas
Chief, Trial Section
Office

Dear Mr. Lindas:

In connection with the complaint just served against the State Highway Commission on the part of E. L. Kennard, plaintiff, in the Circuit Court of the State of Oregon for Polk County, I hand you herewith certain files which you will wish to use in preparing an answer in said case.

Division Engineer's copy Contract No. 3756, E. L. Kennard, Contractor.

Division Engineer's correspondence file in connection with the above contract, and which they apparently file under No. 27-1025.

Division Engineer's copy Contract No. 3975, F. O. Laws, Contractor.

Division Engineer's correspondence file in connection with said Laws' contract, the same apparently being filed under No. 27-1029.

Mr. Glaisyer's correspondence file in connection with Contract No. 3756.

Legal and Right of Way Department's correspondence file in connection with E. L. Kennard, Contract No. 3756, West approach to Willamette River Bridges, Salem, Oregon.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

G. E. ROHDE, Chief
Office Section

GER:jfw
Attach.
cc: Mr. J. D. Walker
Mrs. Phyllis Zabinski

RECEIVED
JUL 6 - 1955
FOR FILING

L - 322(2)
3756

July 5, 1955

Mr. Stuart W. Hill
Toose, Kerr, Hill, Dougherty & Toose
Attorneys at Law
Equitable Building
Portland 4, Oregon

Re: E. L. Kennard
Contract No. 3756

Dear Mr. Hill:

This is to acknowledge receipt of your letter of June 18, 1955, relative to the above matter.

There has been no misrepresentation on the part of the State Highway Department, and certainly there has been no fraud. The contract was breached by the action of Mr. E. L. Kennard.

I would appreciate your advice as to the facts upon which you rely for your allegations of fraud and misrepresentation on the part of the State Highway Department.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

RLM/mlk

RECEIVED
JUN 27 1955
FOR FILING

[illegible]
3756

Salem, Oregon
June 24, 1955

E. L. Kennard, Contract No. 3756

Mr. C. W. Enfield

Will you please prepare a letter for my signature in which we deny the statements of fraud and misrepresentation on the part of the State Highway Department and breach of contract by the State Highway Department as set forth in the letter from Tooze, Kerr, Hill, Dougherty & Tooze dated June 18, 1955, signed by Stuart W. Hill. Please take violent exception to such statements and ask him to prove them.

R. H. Baldock

RHB:hi

RECEIVED
JUN 21 1955
FOR FILING

11-322 (2)

LAMAR TOOZE
ROBERT M. KERR
STUART W. HILL
WILLIAM E. DOUGHERTY
LAMAR TOOZE, JR.

3756

TOOZE, KERR, HILL, DOUGHERTY & TOOZE
ATTORNEYS AT LAW
EQUITABLE BUILDING
PORTLAND 4, OREGON
BEACON 1157

June 18, 1955

State Highway Department
Salem, Oregon

Gentlemen:

Re: Rescision of E. L. Kennard Contract

I am writing you on behalf of E. L. Kennard, who was awarded Contract No. 3756 to do certain work and furnish certain materials on the West approaches to the Salem bridges.

It appears to me that this contract has already been rescinded by the conduct of the parties. If it has not been so rescinded, then, on behalf of Mr. Kennard, I hereby rescind the said contract, No. 3756, on these grounds: fraud and misrepresentation on the part of the State Highway Department and breach of contract by the State Highway Department.

Yours very truly,

TOOZE, KERR, HILL, DOUGHERTY & TOOZE

Stuart W. Hill

Stuart W. Hill

SWH:s

Copies sent on 6-21-55 to
R. H. Baldock
C. W. Enfield
jmc

RECEIVED
JUN 20 1955
STATE [illegible] COMMISSION

RECEIVED
APR 12 1955
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1955

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

In reply to your note from Miss Erpelding, I wish to advise that a conference was held March 10 with Mr. Hill, attorney for Kennard, in connection with the controversy re Contract 3756, grading west approaches to Salem-Willamette River bridges. The contractor was represented by Mr. Hill, the State by Enfield, Probert, Bartel and Cooper.

While the conference was somewhat inconclusive, several points were clarified by discussion and Mr. Hill was told that he might have access to all engineering data for checking if he so wished. I have heard nothing on the matter since then.

I do not have the general files covering the case. I believe that Mr. Enfield had these files during the conference.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

Copy made of letter concerned (attached)

FORM E-120 50M REVISED 2-52

RECEIVED
FEB 28 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Feb. 25, 1955

NOTED
W. C. WILLIAMS

Mr. Stuart W. Hill, Attorney
Tooze, Kerr, Hill, Dougherty & Tooze
Equitable Building
Portland 4, Oregon

Dear Mr. Hill:

Re: State Highway Commission
Contract No. 3756
West approaches to Salem
Bridges
Salem-Dallas Highway
Contractor, E. L. Kennard

This will acknowledge receipt of your letter of February 23, 1955, advising that it will not be convenient for you to meet with members of the Legal and Engineering Staff of the Highway Department concerning the above contract on Tuesday, March 8, 1955, and that you would like to have the meeting at our offices here in Salem on Monday morning, March 7, 1955.

This is to advise that we will be prepared to confer with you concerning this matter at 9:00 A.M., March 7, 1955, at the Highway Department offices in Salem.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:FRC

cc- Mr. G. E. Rohde
Mr. R. H. Baldock
Mr. W. C. Williams
Mr. Glen Paxson
Mr. Forrest Cooper
Mr. J. D. Walker

R. H. Baldock

RECEIVED
MAR 11 1955
FOR FILING

FORM [illegible] 73730

U - [illegible] (4)
3756

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
February 23, 1955

SUBJECT: Contract E. L. Kennard
No. 3756
West Approach to Willamette River
Bridge - Salem

To: Mr. George E. Rohde
Chief, Office Section
Office

Dear Mr. Rohde:

Mr. Stuart Hill, 811 Equitable Building, Portland, Oregon recently called me concerning a claim made by Mr. E. L. Kennard for monies allegedly owing to Mr. Kennard by the State for the performance of work in construction of the westerly approaches to a bridge over the Willamette River in Salem, Oregon. I have not reviewed the file in this matter but as I recall Mr. Kennard was declared in default by the Highway Commission and either the surety for Mr. Kennard or the State entered into an agreement with Mr. F. O. Laws for the completion of the work undertaken by Mr. Kennard. Apparently in response to Mr. Kennard's letter Mr. Baldock wrote to Mr. Kennard setting forth certain facts with respect to payments made and work done and work not accomplished with which facts Mr. Hill takes issue. Mr. Hill expressed an opinion that the subsequent contract with Mr. F. O. Laws included more work than was contained in the contract with Mr. E. L. Kennard and that Mr. Laws accomplished more than Mr. Kennard was obligated to do under his contract, and as I understand Mr. Hill's position rather than the State having any claim against Mr. Kennard, Mr. Hill believes, based upon facts given to him, that Mr. Kennard has legitimate claim against the State for monies due and owing.

Mr. Hill has requested that we have a conference to discuss the matter so that he may present the facts that are available to him and we may discuss the facts that are known to us for the purpose of resolving which facts are true and correct for there appears to be substantial inconsistency between the statements contained in Mr. Baldock's letter and the facts given to Mr. Hill by Mr. Kennard.

Apparently the contents of the contract with Mr. Laws is pertinent to the consideration of Mr. Kennard's claim and Mr. Hill is desirous of discussing both of these matters at the time of the proposed conference which has been set for 9:00 a.m., Tuesday, March 8, 1955.

I will appreciate your reviewing thoroughly the contracts and files concerning the contract entered into by the State with Mr. E.L. Kennard, the default of Mr. Kennard and all subsequent action taken by the Commission with respect thereto including the subsequent contract with

Mr. F. O. Laws, and advise me in advance of the March 8 meeting of the facts and your conclusions with respect to legal liabilities or rights both of Mr. Kennard and the State Highway Commission.

I am giving copies of this letter to Mr. Baldock, Mr. Williams and Mr. Paxson so that they may be advised of the proposed conference and the claim of Mr. Kennard, and so that they or anyone they wish to represent them may participate in this conference on March 8, 1955.

Very truly yours,

C. W. ENFIELD
Chief Counsel

CWE:aj

cc - R. H. Baldock
W. C. Williams
G. S. Paxson

Following is a chronological statement of factual data pertaining to construction of the West Approaches to Salem Bridges under Contract No. 3756, E. L. Kennard, and subsequently under Contract No. 3975, F. O. Laws.

Contract No. 3756 for construction of roadbed embankment and slope protection was awarded to E. L. Kennard on July 10, 1952. The required completion date was set as November 30, 1952. Actual work by Kennard began on August 15, 1952. The contractor worked through October 14, 1952, at which time work was suspended. The approaches to the Center Street Bridge were not completed sufficiently at that time to permit placing of fill at bridge ends and construction of riprap. The October 10th monthly estimate indicated that the project was at that time 55 to 60 per cent complete. This suspension was in accordance with the terms of the contract, page 11.

On March 31, 1953, a letter from the Division Engineer was dispatched to Mr. Kennard advising him that bridge construction had progressed to the point where his contract work could be completed and instructing him to institute immediate plans for completion of the project.

On April 6th, a letter was received from John Lichty, Attorney for Kennard, in which he requested a renegotiation of the contract as to price before proceeding or to have the contract terminated upon measurement of materials then in place.

Mr. Lichty's letter was answered April 20th in a letter from Mr. Baldock answering various contentions set forth, advising that there was no point in entering into renegotiation of price items and warning that further delay would result in a demand upon the surety for completion of the project.

On May 6th a letter from the Legal Department to Lichty requested an immediate answer to Mr. Baldock's letter. On May 12th, reply having been received from Lichty, Mr. Enfield wrote Kennard advising him that the matter would be brought to the attention of the Highway Commission, with anticipation that the Commission would declare Kennard in default and Kennard and the surety would be held liable. This action was formally taken by the Commission at the ensuing meeting and the surety so notified.

Subsequently plans for completion of the work were made and a contract, No. 3975, for completion of roadbed embankment and slope protection was let to F. O. Laws, the date of this award being June 26, 1953.

Previously to award of the Laws contract, a complete remeasurement of the materials in place was made, the purpose of the measurement being to determine the quantities necessary for completion of the contract.

Contract No. 3975, F. O. Laws, was completed October 20, 1953, following which the work was again remeasured to determine the total quantities of work performed.

NOTED
State Highway Engineer

A statement was then prepared setting forth first the total quantities and amounts of both contracts valued at prices applicable to the Kennard Contract No. 3756, which is in the amount of $46,551.49 and being the State's obligation in connection with the two contracts.

A statement was also made of the total amounts actually paid to the two contractors, which was $47,360.44, indicating an overpayment by the State on contract work of $808.95.

A statement was then prepared setting forth the extra engineering expenses incurred, which extra expense is the cost of remeasurement work made necessary by the recontracting of the portion of the work which Kennard failed to perform. This extra expense was determined to be $524.74.

The extra engineering expense of $524.74 added to the overpayment to contractors of $808.95 gives $1,333.69, being the expenditure made by the State beyond its obligation to Kennard under his original contract.

On July 15, 1954, the invoice for this overpayment fully itemized was transmitted to Mr. E. L. Kennard and to the Travelers Indemnity Company. Payment in the total sum claimed was received from the Travelers Indemnity Company on August 30, 1954.

RECEIVED
JUL 21 1954
FOR FILING

July 20, 1954

Mr. Wallace A. Johnson
Claim Manager
The Travelers Indemnity Company
Equitable Building
421 S. W. 6th Avenue
Portland, Oregon

Dear Mr. Johnson:

Further reference is made to your letter of June 17, 1954 inquiring as to the final figures in connection with a contract awarded to E. L. Kennard, Contract No. 3756, for roadbed embankment and slope protection on the Salem-Dallas Highway in West Salem.

In my acknowledgment of June 21st I told you that the Engineering Department was working on this matter and expected to have final figures available shortly, and that I would write you again when the information was available. In checking on the matter today I find that the final figures have been determined and that the Travelers Indemnity Company, through its agents, C. A. Tomassene & Sons, was billed by the State Highway Engineer on July 15, 1954 for $1,333.69. The probabilities are that you have already received this information along with the invoice mentioned in Mr. Baldock's letter. Notwithstanding, I attach hereto a copy of Mr. Baldock's letter of July 15 for your further information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

RECEIVED
JUL 19 1954
FOR FILING

July 15, 1954

Mr. E. L. Kennard
[illegible], Washington

Travelers Indemnity Co.
C. A. [illegible] & Sons, Agents
614 Wilcox Building
Portland 4, Oregon

Gentlemen:

Reference is made to the contract entered into on July 10, 1952 between the State of Oregon, by its State Highway Commission, and E. L. Kennard, whereby E. L. Kennard as contractor agreed to perform certain grading and bank protection work on the west approaches to the Willamette River bridges at Salem, Oregon; also, to the bond executed by the Travelers Indemnity Co. on July 31, 1952, guaranteeing the State against any loss that it might incur in the event of failure on the part of Mr. Kennard to faithfully and completely perform said work.

Reference is made also to Mr. Kennard's performance of a part of the contemplated work; to his subsequent refusal and failure to complete the work; and to the completion of the work by the State through a contract awarded to F. O. Lass.

The work to which the Kennard contract applies is now completed and it has been ascertained that the work accomplished should have cost the State under the Kennard contract, $46,551.49. It has been ascertained, also, that the amount actually paid out on the work by the State is $47,360.44, this amount consisting of $27,881.10 paid to Mr. Kennard and $19,479.34 paid to Mr. Lass. The loss to the State on the contract work has therefore amounted to $808.95.

In contracting completion of the work to Mr. Lass, the State was subjected to an expense of $524.74 in the making of measurements upon which to base the Lass' contract. None of this expense would have been incurred had Mr. Kennard completed the work as contemplated. The loss to the State on engineering expense was therefore $524.74.

Under the terms of the contract and the bond, the State is entitled to reimbursement for the above losses. As a basis for such reimbursement, we submit herewith our invoice No. 34632 in the amount of $1,333.69. Prompt remittance in this amount is requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

Form A-189V—[illegible]—11-48

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

Invoice No. 34632

Date July 14, 1954

Your Req. No.

Billing Request No. OE 6099

Credit distribution: 77-1 25-292

E. L. Kennard, Enumclaw, Washington
and
Travelers Indemnity Co.
C. A. Tomassene & Sons, Agents
614 Wilcox Bldg.
Portland 4, Oregon

To reimburse the State of Oregon for extra expense incurred by reason of failure of contractor E. L. Kennard to complete work under his contract with the State for certain grading and slope protection work on the Salem-Dallas Highway in Polk County at the West Approaches to the Salem Bridges, said contract being State Highway Contract No. 3756.

Amounts paid out by the State on account of the work (except amounts paid out for engineering):

a. To E. L. Kennard, as shown in detail on attached copy of voucher dated October 15, 1952, (Contract No. 3756) - $27,881.10

b. To F. U. Laws, the contractor who completed the work intended to have been done under the Kennard contract, as shown in detail on attached copy of voucher dated January 19, 1953, (Contract No. 3975). Cash $18,876.09, Equipment rental $603.25 - - - - - - - - - - - - 19,479.34

$47,360.44

Value of work performed under Contracts Nos. 3756 and 3975 as computed from the quantities of work performed and the applicable prices set forth in the "Schedule of Contract Prices" included in Contract No. 3756, as shown in detail in attached voucher form dated July 6, 1954, (Contract No. 3756.) - $46,451.49

Excess of the amounts paid to contractors over the value of the work performed by them. - $ 908.95

Extra engineering expense (Actual cost of remeasurement work made necessary by the recontracting of the part of the work which E. L. Kennard failed to perform) as itemized in attached statement. - - - - - - - - - - $ 424.74

Amount due to the State of Oregon from contractor, E. L. Kennard or his surety, the Travelers Indemnity Company, in accordance with the provisions of Article 7-7 of Contract No. 3756. - - - - - - - - - - - - - - - $1,333.69

STATEMENT OF EXTRA ENGINEERING EXPENSE INCURRED

IN CONNECTION WITH E. L. KENNARD CONTRACT, CONTRACT NO. 3756

This extra expense is the cost of remeasurement work made necessary by the recontracting of the part of the work which E. L. Kennard failed to perform.

	Number of Days					
LABOR:	May, 1953	June, 1953	Total	Rate Per Mo.	Amount	
Kenneth E. Bartel Resident Engineer	½	½	1	$459	$ 15.05	
John O. Gwinup Chainman	3½	7½	11	250	90.73	
Robert P. Hamilton Transitman	3½	7½	11	336	121.93	
Ellery S. Thompson Transitman-Inspector	3½	7	10½	379	131.22	
Harold E. Thompson Chainman	3½	7½	11	239	86.73	
Richard C. Tandy Chainman		1	1	272	9.07	
Paul A. Anderson Chainman		1	1	336	11.20	
					$465.93	
Vacation & Sick Leave (7%)					32.61	
Total Labor -						$498.54
EQUIPMENT RENTAL:						
Chevrolet Sedan 53-16	½	½	1	$ 60	$ 2.00	
Chevrolet Carry All 51-156	3½	7½	11	60	22.00	
Level, Dietsgen, 37923	3½	7½	11	2	.73	
Transit, K & E, 62691	3½	7½	11	4	1.47	
Total Equipment Rental -					$ 26.20	26.20
Total of Extra Engineering Cost -						$524.74

October 15, 1952

STATE OF OREGON, To E. L. Kennard, Dr.

County Polk

Postoffice address Enumclaw, Washington

Highway Salem-Dallas

Work done to October 10, 1952

Contract No. 3756

Section W. Approaches to Salem Bridges

Prefix No. 27-1025-201 (41)

Estimate No. 2

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
2. Embankment in place	c.y.	.58	52,000*	30,160.00**	14,500.00	15,660.00
4. 12" sewer pipe	l.f.	3.00	273	819.00	684.00	135.00

* This quantity reduced to 51,785.58 cu. yds. in final calculation of work performed by Kennard.

** This amount reduced to $30,035.64 in final calculation of amount earned by Kennard.

Audited and approved by	Totals	30,979.00	15,184.00	15,795.00
Period covered 9/10 10/10/52	10 % Retained	3,097.90	1,518.40	1,579.50

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
2. Embankment in place	c.y.	.58	52,000*	30,160.00**	14,500.00	15,660.00
4. 12" sewer pipe	l.f.	3.00	273	819.00	684.00	135.00

* This quantity reduced to 51,785.58 cu. yds. in final calculation of work performed by Kennard.

** This amount reduced to $30,035.64 in final calculation of amount earned by Kennard.

Totals	30,979.00	15,184.00	15,795.00
10 % Retained	3,097.90	1,518.40	1,579.50
Total Payments	27,881.10	13,665.60	14,215.50

Audited and approved by

Period covered 9/10 - 10/10/52

Items Cont. 3756 - Est. 2

Computed by T. Rosin E. ochampaugh Checked by J. W. Coin

To be paid contractors, this estimate, $ 14,215.50

Engineer Kenneth E. Bartel

Previous Voucher No. 17398

State Printing 74133

I, ...,
(Name)

hereby certify that I am ....;
(A member of the firm or corporation—otherwise leave blank)

that I have knowledge of the within-described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there

is due me on this date from the State of Oregon, according to contract, the sum of $[redacted]

[redacted] *Dollars*
and that the same, or any part thereof, has not been paid.

NOTE—This certificate must be executed by a member of the firm or corporation who has full knowledge of the within account.

....
(Name)

Warrant No. R.................... *issued in payment of the within claim.*

Form A-20—4M—3-54

Office No. .... Indexed by ....
[redacted]

CLAIM No. ....

STATE HIGHWAY FUND

[redacted]

$[redacted]........

State Highway Department

For payment of accounts incurred by the State Highway Commission by authority of ORS 366.435. Approved for payment and included in list, Serial No.

Audited and Ascertained to be Correct

....
Claims Auditor

Salem, Oregon, ..., 19........
The within claim has been authorized in the above amount.

....
As State Highway Engineer

State Highway Commission

....
As Chairman

....
As Commissioner

....
As Commissioner

Audited and Allowed

....

....
Secretary of State

January 19, 1954

STATE OF OREGON, To F. O. Lees, Dr.

County Polk

Postoffice address Salem, Oregon

Highway Salem-Dallas

Work done to October 20, 1953

Contract No. 3975

Section W. Approaches to Salem Bridges

Prefix No. 27-1029-201 (41)

Estimate No. 5 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Structural excavation, unclass.	C.Y.	3.00	72.09	216.27	213.27	3.00
2. Embankment in place	C.Y.	.80	10,673.49	8,538.79	8,538.79	-
3. Rock slope protection	C.Y.	3.50	965	3,377.50	3,377.50	-
4. 12" sewer pipe	l.f.	2.50	177	442.50	442.50	-
5. Concrete manholes	each	350.00	1	350.00	350.00	-
PA #1 12" C.I.P asph., dipped	l.f.	3.50	12	42.00	42.00	-
PA #1 12" tide gate	each	25.00	1	25.00	25.00	-
PA #2 Rock toe trench excavation	C.Y.	1.50	94.81	142.22	142.22	-
PA #3 Extend embank. at bridge ends	C.Y.	.80	3,169.26	2,535.41	2,496.03	39.38
PA #3 Refinish R/B beyond contract limits	mile	500.00	.45	225.00	225.00	-
PA #3 Rehandling mat. above subgrade	C.Y.	.80	727.48	581.98	581.98	-
PA #3 Complete R/B fill Sta. 61+22 - 63+50	C.Y.	.80	3,753.34	3,002.67	3,002.67	-
Deductions for use of State blade as per statement attached to Est. #2				-603.25	-603.25	-
Totals				18,876.09	18,833.71	42.38
% Retained					565.01	565.01

Audited and approved by

Section W. Approaches to Salem Bridges Prefix No. 27-1029-201 (41) Estimate No. 5 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Structural excavation, unclass.	c.y.	3.00	72.09	216.27	213.27	3.00
2. Embankment in place	c.y.	.80	10,673.49	8,538.79	8,538.79	-
3. Rock slope protection	c.y.	3.50	965	3,377.50	3,377.50	-
4. 12" sewer pipe	l.f.	2.50	177	442.50	442.50	-
5. Concrete manholes	each	350.00	1	350.00	350.00	-
PA #1 12" C.I.P asph. dipped	l.f.	3.50	12	42.00	42.00	-
PA #1 12" tide gate	each	25.00	1	25.00	25.00	-
PA #2 Rock toe trench excavation	c.y.	1.50	94.81	142.22	142.22	-
PA #3 Extend embank. at bridge ends	c.y.	.80	3,169.26	2,535.41	2,496.03	39.38
PA #3 Refinish R/B beyond contract limits	mile	500.00	.45	225.00	225.00	-
PA #3 Rehandling mat. above subgrade	c.y.	.80	727.48	581.98	581.98	-
PA #3 Complete R/B fill Sta. 61+22 - 63+50	c.y.	.80	3,753.34	3,002.67	3,002.67	-
Deductions for use of State blade as per statement attached to Est. #2				-603.25	-603.25	-
Totals				18,876.09	18,833.71	42.38
0% Retained				0	565.01	565.01
Total Payments				18,876.09	18,268.70	607.39

Audited and approved by

Period covered to Oct. 20, 1953

Items Cont. 3975 Est. 5 Final

Computed by T. Rogin [illegible] Checked by J. M. Coin

To be paid contractors, this estimate, $ 607.39

Engineer Kenneth R. Bartel

Previous Voucher No. 25386

State Printing 74133

Form A-20—4M—3-54

Office No. .... Indexed by ....

Cont. 3775 Est. 5 Final

CLAIM No. ....

STATE HIGHWAY FUND

F. O. LANG
2673 Portland Road
Salem, Oregon

$ 607.39

State Highway Department

For payment of accounts incurred by the State Highway Commission by authority of ORS 366.435. Approved for payment and included in list, Serial No.

Audited and Ascertained to be Correct

....
Claims Auditor

Salem, Oregon, ..., 19......

The within claim has been authorized in the above amount.

....
As State Highway Engineer

State Highway Commission

....
As Chairman

....
As Commissioner

....
As Commissioner

Audited and Allowed

....

....
Secretary of State

I, ...*,*
(Name)

hereby certify that I am ....*;*
(A member of the firm or corporation—otherwise leave blank)

that I have knowledge of the within-described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there is due me on this date from the State of Oregon, according to contract, the sum of $ 607.39

Six Hundred Seven and 39/100 - *Dollars*

and that the same, or any part thereof, has not been paid.

NOTE—This certificate must be executed by a member of the firm or corporation who has full knowledge of the within account.

....
(Name)

Warrant No. R.................... *issued in payment of the within claim.*

July 6, 1954

STATE OF OREGON,

To ...., Dr.

County Polk

Postoffice address ....

Highway Salem-Dallas

Work done to October 20, 1953

Contract No. 3975 3756

Section W. Approaches to Salem Bridges

Prefix No. ....

Estimate No. ....

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Structural excavation, unclass.	c.y.	4.00	72.09	288.36		
2. Embankment in place	c.y.	.58	62,459.07	36,226.26		
3. Rock slope protection	c.y.	2.00	965	1,930.00		
4. 12" sewer pipe	l.f.	3.00	450	1,350.00		
5. Concrete manholes	each	250.00	1	250.00		
PA#1-(a) 12" Corr. iron pipe, asph. dipped	l.f.	3.50	12	42.00		
(b) 12" Tide gate	each	25.00	1	25.00		
PA #2-Rock Toe trench excavation	c.y.	1.00	94.81	94.81		
PA #3 (a) Extend embankment at bridge ends	c.y.	.80	3,169.26	2,535.41		
(b) Refinish roadbed beyond cont. limits	mile	500.00	.45	225.00		
(c) Rehandling material above subgrade	c.y.	.80	727.48	581.98		
(d) Complete roadbed fill	c.y.	.80	3,753.34	3,002.67		
		Totals		46,551.49		

Audited and approved by ....

Section N. Approaches to Salem Bridges Prefix No. .... Estimate No. ....

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. Structural excavation, unclass.	c.y.	4.00	72.09	288.36		
2. Embankment in place	c.y.	.58	62,459.07	36,226.26		
3. Rock slope protection	c.y.	2.00	965	1,930.00		
4. 12" sewer pipe	l.f.	3.00	450	1,350.00		
5. Concrete manholes	each	250.00	1	250.00		
PA#1-(a) 12" Corr. iron pipe, asph. dipped	l.f.	3.50	12	42.00		
(b) 12" Tide gate	each	25.00	1	25.00		
PA #2-Rock Toe trench excavation	c.y.	1.00	94.81	94.81		
PA #3 (a) Extend embankment at bridge ends	c.y.	.80	3,169.26	2,535.41		
(b) Refinish roadbed beyond cont. limits	mile	500.00	.45	225.00		
(c) Rehandling material above subgrade	c.y.	.80	727.48	581.98		
(d) Complete roadbed fill	c.y.	.80	3,753.34	3,002.67		

Totals	46,551.49		
% Retained			
Total Payments			

Audited and approved by ....

Period covered to October 20, 1953

Items Combined est. Cont. 3756-3975

Computed by J. Goin / W. Ewing Checked by Geo. W. Alling

To be paid contractors, this estimate, $........

Engineer ....

Previous Voucher No. ....

State Printing 74133

I, ...,
(Name)

hereby certify that I am ....;
(A member of the firm or corporation—otherwise leave blank)

that I have knowledge of the within-described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there

is due me on this date from the State of Oregon, according to contract, the sum of $..............................

.... *Dollars*

and that the same, or any part thereof, has not been paid.

NOTE—This certificate must be executed by a member of the firm or corporation who has full knowledge of the within account.

....
(Name)

Warrant No. R.................. *issued in payment of the within claim.*

Form A-20—4M—3-54

Office No. .... Indexed by ....

CLAIM No. ....

STATE HIGHWAY FUND

$..............................

State Highway Department

For payment of accounts incurred by the State Highway Commission by authority of ORS 366.435. Approved for payment and included in list, Serial No.

Audited and Ascertained to be Correct

....
Claims Auditor

Salem, Oregon, ..., 19......

The within claim has been authorized in the above amount.

....
As State Highway Engineer

State Highway Commission

....
As Chairman

....
As Commissioner

....
As Commissioner

Audited and Allowed

....

....
Secretary of State

ENNARD CONTRACT, CONTRACT NO. 3756

PROACHES TO SALEM BRIDGES

ly 2, 1954

	Work Performed By E. L. Kennard (Contract No. 3756)		Work Performed By F. O. Laws (Contract No. 3975)			Total Work Performed Valued at Prices Applicable To Contract No. 3756		
	Quantity	Amount	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
0	- -	$ - -	72.09	$ 3.00	$ 216.27	72.09	$ 4.00	$ 288.36
0	51,785.58	30,035.64	10,673.49	.80	8,538.79	62,459.07	.58	36,226.26
0	- -	- -	965	3.50	3,377.50	965	2.00	1,930.00
	273	819.00	177	2.50	442.50	450	3.00	1,350.00
0	- -	- -	1	350.00	350.00	1	250.00	250.00
00		$30,854.64			$12,925.06			$40,044.62
00	- -	- -	12	3.50	42.00	12	3.50	42.00
00	- -	- -	1	25.00	25.00	1	25.00	25.00
	- -	- -	94.81	1.50	142.22	94.81	1.00	94.81
			3,169.26	.80	2,535.41	3,169.28	.80	2,535.41
			.45	500.00	225.00	.45	500.00	225.00
			727.48	.80	581.98	727.48	.80	581.98
			3,753.34	.80	3,002.67	3,753.34	.80	3,002.67
		$30,854.64			$19,479.34			$46,551.49
		$27,881.10			$19,479.34			$47,360.44
								$ 808.95
								524.74
								$ 1,333.69

FINAL STATEMENTFOR E. L. KENNARD CONTR

GRADING OF WEST APPROACHES TO

July 2, 1954

Item No.	Item	Unit	Contract Quantities and Amounts (Contract No. 3756)			Work P E. L (Contrac
			Quantity	Unit Price	Amount	Quantity
	Contract Items:					
1.	Structural Excavation, Unclassified	c.y.	34	$ 4.00	$ 136.00	- -
2.	Embankment in Place	c.y.	90,000	.58	52,200.00	51,785.5
3.	Rock Slope Protection	c.y.	2,000	2.00	4,000.00	- -
4.	12-inch Sewer Pipe	l.f.	410	3.00	1,230.00	273
5.	Concrete Manholes	each	1	250.00	250.00	- -
	Subtotals				$57,816.00	
	Extra Items:					
P.A. #1	(a) 12" C. I. P. Asphalt dipped	l.f.	12	3.50	42.00	- -
	(b) 12" Tide Gate	each	1	25.00	25.00	- -
P.A. #2	Rock Toe Trench Excavation	c.y.	300	1.00	300.00	- -
P.A. #3	Extend Embankment at Br. Ends	c.y.				
	Finish R/B Beyond Contract Limit	mile				
	Rehandling Mtls. above Subgrade	c.y.				
	Complete R/B Fill, Sta. 61+22-63+50	c.y.				
	Totals					
	Amounts Paid To Contractors					
	Amount of Excess Payment to Contractors					
	Extra Engineering Cost					
	Net Amount Due to the State From E. L. Kennard or His Surety					

Mr. Sawyer

attached is the letter Baldock wrote to Tomassene re settlement of [illegible] his contract

76

REFERRED TO [illegible]
BY SECRETARY

Would you please
check with this & see
if Johnson has
been informed.
I know it was
written him but
it may be someone
else too.

June 21, 1954

Mr. Wallace A. Johnson
Claim Manager
The Travelers Insurance Company
Equitable Building
421 S. W. 6th Avenue
Portland 4, Oregon

Dear Mr. Johnson:

In your letter of June 17, 1954 you inquire concerning final figures relative to Mr. E. L. Kennard's contract with the State Highway Commission -- No. 3756 for roadbed embankment and slope protection on the Salem-Dallas Highway in West Salem.

I have consulted the Engineering Department and have been informed that they are working on this matter and expect to have figures available within the very near future. I will write you again when the information is available.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

[illegible] Money

6/21 talked to Williams in AM
see him again 6/22.
tell Johnson until ~~[illegible]~~ I
reply when get advice
from Dupr.

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

WALLACE A. JOHNSON, CLAIM MANAGER

PHONE ATWATER 8219

EQUITABLE BUILDING
421 S. W. 6TH AVENUE
PORTLAND 4, ORE.

June 17, 1954

Mr. H. B. Glaisyer, Secretary
State Highway Department
State Highway Commission
Capitol Bldg.
Salem, Oregon

Re: 161-FS-28 (133-R-592)
E. L. Kennard, Principal
State of Oregon, Obligee

Dear Mr. Glaisyer:

You will perhaps recall our conversation relative to the above captioned matter and with particular reference to final figures relative to completion of the contract by contractor F. O. Laws. To date we have not received the final figures in connection with completion of this contract and we are wondering when these might be available to us.

Your advices will be appreciated and there is enclosed an envelope for your convenience in reply.

Very truly yours,

Wallace A. Johnson

Wallace A. Johnson
Claim Mgr.

WAJ:jh
enc.

8

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
FOR FILING
3752

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 15, 1954

Mr. E. L. Kennard
Enumclaw, Washington

Travelers Indemnity Co.
C. A. Tomasseme & Sons, Agents
614 Wilcox Building
Portland 4, Oregon

Gentlemen:

Reference is made to the contract entered into on July 10, 1952 between the State of Oregon, by its State Highway Commission, and E. L. Kennard, whereby E. L. Kennard as contractor agreed to perform certain grading and bank protection work on the west approaches to the Willamette River bridges at Salem, Oregon; also, to the bond executed by the Travelers Indemnity Co. on July 31, 1952, guaranteeing the State against any loss that it might incur in the event of failure on the part of Mr. Kennard to faithfully and completely perform said work.

Reference is made also to Mr. Kennard's performance of a part of the contemplated work; to his subsequent refusal and failure to complete the work; and to the completion of the work by the State through a contract awarded to F. O. Lane.

The work to which the Kennard contract applies is now completed and it has been ascertained that the work accomplished should have cost the State under the Kennard contract, $46,551.49. It has been ascertained, also, that the amount actually paid out on the work by the State is $47,360.44, this amount consisting of $27,881.10 paid to Mr. Kennard and $19,479.34 paid to Mr. Lane. The loss to the State on the contract work has therefore amounted to $808.95.

In contracting completion of the work to Mr. Lane, the State was subjected to an expense of $524.74 in the making of measurements upon which to base the Lane' contract. None of this expense would have been incurred had Mr. Kennard completed the work as contemplated. The loss to the State on engineering expense was therefrom $524.74.

Under the terms of the contract and the bond, the State is entitled to reimbursement for the above losses. As a basis for such reimbursement, we submit herewith our invoice No. 34632 in the amount of $1,333.69. Prompt remittance in this amount is requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

RECEIVED
MAY 14 1954
FOR FILING

[illegible] (1)

3756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

SUBJECT

Salem, Oregon
May 11, 1954

To:

Highway Contract No. 3756
West Salem Bridge Approaches
E. L. Kennard, Contractor

Mr. S. H. Probert
Office Engineer
Office

Dear Mr. Probert:

I am enclosing herewith a copy of a letter received from Mr. Stuart W. Hill relating to the above matter. It will be appreciated if you will advise us of the nature of the claim of Mr. Kennard, together with all of the facts relative to that matter. At such time as we have this information we will be able to contact Mr. Hill with a view to settling the controversy.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - W. C. Williams

RECEIVED
MAY 14 1954
FOR FILING

11-33.(2)

3756

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

SUBJECT

Salem, Oregon
May 11, 1954

To:

Highway Contract No. 3756
West Salem Bridge Approaches
E. L. Kennard, Contractor

Mr. S. H. Probert
Office Engineer
Office

Dear Mr. Probert:

I am enclosing herewith a copy of a letter received from Mr. Stuart W. Hill relating to the above matter. It will be appreciated if you will advise us of the nature of the claim of Mr. Kennard, together with all of the facts relative to that matter. At such time as we have this information we will be able to contact Mr. Hill with a view to settling the controversy.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - W. C. Williams

C
O
P
Y

TOOZE, KERR, HILL & TOOZE
Attorneys at Law
Equitable Building
Portland 4, Oregon

April 29, 1954

Oregon State Highway Commission
Salem, Oregon

Attention Mr. C. W. Enfield, Chief Counsel

Gentlemen:

Re: Highway Contract No. 3756
E. L. Kennard, Contractor

The above-named contractor, E. L. Kennard, has asked us to represent him in the presentation of a claim for compensation based on the above-mentioned contract. If you are interested in discussing all aspects of the performance of this contract with a view to arriving at a mutually satisfactory settlement, I would appreciate your so advising me. I will be glad to make an attempt to arrive at such a settlement.

Yours very truly,

TOOZE, KERR, HILL & TOOZE

(Sgd.) Stuart W. Hill

Stuart W. Hill

SWH:e

cc - Mr. E. L. Kennard
1152 Pioneer Street
Enumclaw, Washington

RECEIVED
FOR FILING

U-322(2)

3756

C
O
P
Y

January 14, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project U-322(2)
West Approaches to Salem
Bridges Section

Dear Sir:

Our records indicate that work was performed on subject section under State contract numbers 3551, 3756, 3778 and 3975.

You have advised by letter dated December 10, 1953 that all work was completed on December 2, 1953. Your letters dated November 5, 1951 and January 5, 1954 transmitted forms PR-47-A covering State contracts 3551 and 3778 respectively. Apparently, we have not received any covering No. 3756.

In order that our records may be complete, we would also appreciate receiving information as to the circumstances which made necessary the award of Contract No. 3975 and the work accomplished under that contract.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED

FOR FILING

C. C. CLOTHIER
Vice President, Claim Departments

CASUALTY CLAIM DEPARTMENT
W. H. ZWEIG, Secretary
C. A. HARRIS, Assistant Secretary
J. O. HELMS, Assistant Secretary
C. R. CARPENTER, Assistant Secretary
R. A. HOFFMANN, Assistant Secretary

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

U 322(2)

2756

September 22, 1953

Oregon State Highway Commission
Salem
Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

133-FS-09
E. L. Kennard, Principal
State of Oregon, Obligee

This will acknowledge your letter under date of September 15, 1953, forwarding notice of claim filed by Donald C. Hosner. This matter is being forwarded to our Portland Office who will make the necessary investigation concerning said claim.

Very truly yours

W F Smith

W. F. Smith, Examiner

WFS:MJR

The Travelers

C. C. CLOTHIER
VICE PRESIDENT, CLAIM DEPARTMENTS

CASUALTY CLAIM DEPARTMENT
W. H. ZWEIG, SECRETARY
C. A. HARRIS, ASSISTANT SECRETARY
J. O. HELMS, ASSISTANT SECRETARY
C. R. CARPENTER, ASSISTANT SECRETARY
R. A. HOFFMANN, ASSISTANT SECRETARY

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

R

August 20, 1953

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

133-FS-09
E. L. Kennard, Principal
State of Oregon, Obligee
Subfile No. 1 - Koppisch Construction Co.

This will acknowledge your letter under date of August 11, 1953, furnishing copy of claim filed with the Secretary of State by the captioned claimant.

Our file indicates that our Portland Office is in touch with this claimant, and in all probability the matter will be adjusted in the near future.

Very truly yours

W F Smith
W. F. Smith, Examiner

WFS:SG

RECEIVED
AUG 24 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

[illegible]
[illegible]

C. C. CLOTHIER
VICE PRESIDENT, CLAIM DEPARTMENTS

CASUALTY CLAIM DEPARTMENT
W. H. ZWEIG, SECRETARY
C. A. HARRIS, ASSISTANT SECRETARY
~~J. O. HELMS, ASSISTANT SECRETARY~~
C. R. CARPENTER, ASSISTANT SECRETARY
~~R. A. HOFFMANN, ASSISTANT SECRETARY~~

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

R

July 31, 1953

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

161-FS-28 (133-R-592)
E. L. Kennard, Principal
State of Oregon, Obligee
Sub File No. 2 -
Larson Construction Company

This will acknowledge your letter under date of July 24, 1953, enclosing copy of claim filed with the Secretary of State by Larson Construction Company.

This matter is being referred to our Portland Office where I am sure it will receive the necessary attention.

Very truly yours

W. F. Smith

W. F. Smith, Examiner

WFS:SG

RECEIVED
AUG 4 1953
OREGON
STATE HIGHWAY COMMISSION

HOME OFFICE: 700 MAIN STREET, HARTFORD 15, CONNECTICUT

RECEIVED
JUL 29 1953
FOR FILING

U-332([illegible])

3756

R

July 27, 1953

Anderson, Sloan & Anderson
Attorneys at Law
Spexarth Building
Astoria, Oregon

Attention: Mr. Robert C. Anderson:

State Highway Contract No. 3756, awarded to E. L. Kennard for work on the west approaches to the Salem bridges of the Salem-Dallas Highway in Polk County, was declared in default on May 11, 1953, and arrangements have been made through Mr. Kennard's surety to provide for completion of the contract. All payments to Mr. Kennard on this contract are being held by the State pending final disposition of the contract.

As your client, the Larson Construction Company, have filed their claim with the Secretary of State and as the contract has not yet been completed nor accepted, it appears that their interests are protected under the law.

For your information, Mr. Kennard's surety in this instance is the Travelers Indemnity Company through C. A. Tomassene and Sons, 614 Wilcox Building, Portland 4.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ANDERSON, SLOAN & ANDERSON
ATTORNEYS AT LAW
SPEXARTH BUILDING
ASTORIA, OREGON

A. A. ANDERSON
GORDON SLOAN
ROBERT C ANDERSON

July 24, 1953

Oregon State Highway Commission
Salem, Oregon

Re: Oregon State Highway
Contract No. 3756
E. L. Kennard

Gentlemen:

I am writing on behalf of R. C. Larson, dba Larson Construction Company of Astoria, Oregon, and am inquiring as to the status of the above-mentioned contract. For your information, Mr. Larson has filed with the Secretary of State his notice of claim as required under law. Mr. Larson has a claim of $2,100.00 incurred by way of rental of a certain drag-line furnished to Mr. Kennard.

I am particularly interested in knowing whether or not Mr. Kennard has been paid in full upon this contract. Whatever information you can give me will be very much appreciated.

Very truly yours,

ANDERSON, SLOAN & ANDERSON

Robert C Anderson
Robert C. Anderson

mw

REFERRED TO
SECRETARY

RECEIVED
JUL 27 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 29 1953
FOR FILING

11-322 (2)
3756

July 24, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge your letter of July 20th to which was attached three copies of a claim filed with your office by Larson Construction Company against E. L. Kennard for equipment rental furnished in the sum of $2,100.00 on State Highway Contract No. 3756, your file No. 3409.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
7-31-53

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 20, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Messrs. Anderson, Sloan & Anderson, Attorneys at Law, Spexarth Building, Astoria, Oregon, and filed as of this date, a notice of claim by R. C. Larsen, dba Larson Construction Company for rental of a certain 2 cu. yd. Model 801 Lima Dragline furnised in the sum of of $2,100.00 against the bond taken from E. L. Kennard, principal and the Travelers Indemnity Co., surety for the work of said principal upon Oregon State Highway Contract No. 3756 for road embankment and slope protection on the west approaches to the Salem Bridges on the Salem-Dallas Highway in Polk County, Oregon. Our file No. 3409.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Records Division

NF:K
Enc.

RECEIVED
JUL 22 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CRD

Lewis R

RECEIVED
JUL [illegible] 1953
FOR FILING

d - 33[illegible]( )
3756

July 24, 1953

The Travelers Indemnity Company
700 Main Street
Hartford, 15, Connecticut

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Larson Construction Company against E. L. Kennard. The claim is in the amount of $2,100.00 for rental of equipment furnished to Mr. Kennard on State Highway Contract No. 3756, being work on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County.

We provide this information as your Company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Washington

NOTED ON CARD
[illegible]

To: ST[illegible],
Salem, Oregon.

[illegible] Larson, [illegible] Construction Co., [illegible] on [illegible] ber 31, [illegible]. The [illegible], after making [illegible] of $500.00 on January [illegible], [illegible] $[illegible],000.00. [illegible], the principal on said contract. The unpaid balance [illegible] claimant is the sum of $[illegible],100.00. This unpaid balance is against the bond taken from the said [illegible] L. [illegible], principal, and The Travelers Indemnity Co., surety upon such bond. Said bond was given for the work of said principal upon Oregon State Highway Contract No. 3[illegible], [illegible] slope protection on the [illegible] approaches to the [illegible] bridges on the [illegible] Highway in Polk County, Oregon.

Dated at Astoria, Oregon this 17th day of July, 19[illegible].

/s/ [illegible] C Larson
[illegible] C. [illegible], [illegible] Larson
Construction Company

files

RECEIVED
JUL 10 1953
FOR FILING

FORM
COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

375[illegible]

July 9, 1953

Travelers Indemnity Company
421 S. W. Sixth Avenue
Portland 4, Oregon

NOTED
H. B. GLAISYER

Re: Highway Contract No. 3756
E. L. Kennard, Contractor

NOTED
F. QUERY

Gentlemen:

This is to advise you that the Highway Commission during its meeting of June 25 and 26, 1953, awarded Contract No. 3975 to Mr. F. O. Laws, 2890 Blossom Drive, Salem, Oregon. The award of this contract was made necessary in order to complete the work called for in Contract No. 3756 which the Commission had with Mr. E. L. Kennard. Mr. Law was the successful bidder on said Contract No. 3975 and his bid of $17,285.00 was accepted by the Commission on June 26, 1953.

The Commission, of course, shall expect to recover from your Company and/or Mr. Kennard all damages suffered by the State in connection with the readvertising of this project and awarding of the above contract to accomplish the same, as well as any and all other items of damage or additional expense made necessary by Mr. Kennard's default. We shall keep you informed as to the various items of damages, costs, etc., which the State has suffered as soon as they can be ascertained.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:jfw
cc: Mr. E. L. Kennard
Mr. R. H. Baldock
Mr. Floyd A. Query ✓

RECEIVED
JUL 2 1953
FOR FILING

R

[illegible]

3756

Salem, Oregon
July 2, 1953

Mr. Kenneth E. Bartel
Resident Engineer
Salem, Oregon

Dear Sir:

As it appears probable that a lawsuit will develop in connection with the Kennard contract for embankment construction at the west end of the Willamette River Bridge at Salem, Contract No. 3756, our records of quantity determination for this contract, and for the succeeding Contract No. 3975, should be particularly complete and accurate and the records for each contract should coordinate, one with the other.

In the end, it will be necessary that there be submitted four final estimates; one for the work performed by Kennard under Contract No. 3756, one for the work performed under Contract No. 3975, one for work performed by State forces, and one for the project as a whole. The fourth of these four finals is needed to show what the final pay quantities under Contract No. 3756 would have been had Kennard completed the job. It would best be based on overall measurements of the complete project rather than on a simple addition of the quantities in the other finals. It should, of course, check such an addition except for any duplications in the other finals that may result through rehandling of materials in the event any rehandling is necessary.

Remember that an accurate determination must be made of the amount Kennard would have been paid had he completed the job, as well as of the amounts actually earned under each of the two Contracts 3756 and 3975.

It will be necessary also that we have complete and properly segregated cost information for all work performed by State forces and for all engineering expense incurred in connection with the different contracts.

These things are mentioned at this time to make sure that we will be properly prepared when the time comes to work out a settlement with the surety or to defend the State in a lawsuit. Your careful attention to them will be appreciated.

Very truly yours,

S. H. Probert
Office Engineer

SHP:gs
cc J. D. Walker

FORM E-30 37,500 4-52 [illegible]

U-3[illegible]

3756

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24, 1953

SUBJECT: Contract No. 3756 - E. L. Kennard

To:
Mr. R. H. Baldock
State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Baldock:

In response to your letter of June 12, 1953, requesting to be advised if you should do anything further to comply with the law so as to be in a position to collect the State's costs from Mr. E. L. Kennard and his surety, there are no further procedural steps which need to be taken against the surety or the contractor at this time; however, we should keep an accurate record of all costs and damages of whatever nature that are attributable to Mr. Kennard's default under Contract No. 3756, which should include all additional costs made necessary by such default, such as engineering costs, attorneys' fees, office expense, readvertising costs and any other costs that we have incurred that would not otherwise have been incurred were it not for Mr. Kennard's default.

NOTED
H. G. SMITH

After the contract has been awarded for the completion of this job, the surety should be advised as to the name of the successful bidder and his bid price, and we should also inform the surety as to the extent of all such additional costs incurred by the State whenever the same can be ascertained. In this connection, particular care should be exercised to maintain accurate and complete records of these costs so as to facilitate their proof, should litigation result.

Upon the award of the contract this office will advise the surety, as well as Mr. Kennard, of the award, the name of the contractor, and the bid price; however, the additional information that will ultimately form the basis of our claim against the contractor and the surety for damages suffered by the State by reason of the default will of necessity have to originate with the Engineering Department and whenever these costs can be ascertained, this office will make the appropriate demand upon the contractor and his surety upon being supplied with the necessary details.

Yours very truly,

CWEnfield

C. W. ENFIELD
Chief Counsel

JUN 2[illegible] 1953
STAT

CWE:avh
cc - Thomas Reeder

RECEIVED
JUN 15 1953
FOR FILING

U-322(2)

3756

Smith
Please note
3rd Paragraph.
WCW.

Salem, Oregon
June 12, 1953

Contract No. 3756 - E. L. Kennard

Mr. C. W. Enfield

Herewith correspondence which is self-explanatory. We are going to take bids on this project at the next meeting. Please advise if we should do anything else to comply with the law so as to be in position to collect our costs from the surety.

R. H. Baldock

RHB:hi
Encl.

(Copy of letter from Wallace A. Johnson, Claim Manager,
The Travelers, June 9, and Floyd Query's reply of June 10.)

RECEIVED
FOR FILING

Lewis

U-392/

3756

June 10, 1953

Travelers Indemnity Company
421 S. W. 6th Avenue
Portland 4, Oregon

Attention: Mr. Wallace A. Johnson
Claim Manager

Gentlemen:

We have your letter dated June 9 concerning the status of State Highway Contract No. 3756 awarded to E. L. Kennard for embankment on the west approaches to the Salem bridges. You state that Mr. Kennard is not willing to admit a default and that he intends to litigate this matter and that is is not advisable for your Company to proceed as surety with the completion of the contract and you assume that the Highway Department will proceed to re-advertise the job. In this connection it can be stated that the job will be re-advertised for bids to be received on June 26.

You also request that any further payments due Mr. Kennard be withheld on either State Highway Contract No. 3756 for work at the west approaches to the Salem bridges or on Contract No. 3691 involving the Cape Lookout Park Access Road. We are today advising our Accounting Division to whithhold all further payments on either of these contracts until they have further advise from this office.

Very truly yours

R. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FQ:md

cc - Mr. R. H. Baldock
Mr. G. W. Enfield
Mr. C. H. Maison

NOTED ON CARD
6-10-53

Mr. Maison:

Please withhold all further payments on Contract No. 3691

RECEIVED

FOR FILING

11-[illegible]

[illegible]

Lewis

June 10, 1953

Travelers Indemnity Company
421 S. W. 6th Avenue
Portland 4, Oregon

Attention: Mr. Wallace A. Johnson
Claim Manager

Gentlemen:

We have your letter dated June 9 concerning the status of State Highway Contract No. 3756 awarded to E. L. Kennard for embankment on the west approaches to the Salem bridges. You state that Mr. Kennard is not willing to admit a default and that he intendes to litigate this matter and that is is not advisable for your Company to proceed as surety with the completion of the contract and you assume that the Highway Department will proceed to re-advertise the job. In this connection it can be stated that the job will be re-advertised for bids to be received on June 26.

You also request that any further payments due Mr. Kennard be withheld on either State Highway Contract No. 3756 for work at the west approaches to the Salem bridges or on Contract No. 3691 involving the Cape Lookout Park Access Road. We are today advising our Accounting Division to whithhold all further payments on either of these contracts until they have further advise from this office.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

cc - Mr. R. H. Baldock
Mr. G. W. Enfield
Mr. C. H. Maison

NOTED ON CARD

[illegible]

Mr. Maison:

Please withhold all further payments on Contract No. 3691

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

WALLACE A. JOHNSON, CLAIM MANAGER

PHONE ATWATER 8219

EQUITABLE BUILDING
421 S. W. 6TH AVENUE
PORTLAND 4, ORE.

June 9, 1953

Mr. Floyd Query, Acting Secretary
Oregon State Highway Commission
Salem, Oregon

Re: 161-FS-28
E. L. Kennard - Principal
State of Oregon, Highway Dept.
Obligee
Bond No. 343919
Highway Contract No. 3756

Dear Mr. Query:

This is to inform you that the principal in connection with the above case has now placed us on record to the effect that he is not willing to admit a default in connection with the above numbered contract, and it is his intention through his attorney, Mr. John Lichty, to litigate the matter. In view of this development, we have concluded that it would not be advisable for us to proceed as surety with completion of the contract, and we assume that the State of Oregon - Highway Department, as obligee, will proceed to readvertise, secure new bids and proceed with completion of the work.

Further, in connection with the above numbered contract and also in connection with Contract No. 3691 involving the Cape Lookout Road, Tillamook County, Oregon, we request that you withhold any further payments due the principal in connection with either contract.

Kindly acknowledge receipt of this letter along with an expression of your intention to proceed as indicated in connection with Contract No. 3756 and to the effect that you are agreeable to withholding further payments to the principal as requested.

Enclosed is an envelope for your convenience in reply.

Very truly yours,

Wallace Johnson

Wallace A. Johnson
Claim Manager

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

WAJ:g
Enclosure

RECEIVED

FOR FILING

C. C. CLOTHIER
VICE PRESIDENT, CLAIM DEPARTMENTS

CASUALTY CLAIM DEPARTMENT
W. H. ZWEIG, SECRETARY
C. A. HARRIS, ASSISTANT SECRETARY
J. O. HELMS, ASSISTANT SECRETARY
C. R. CARPENTER, ASSISTANT SECRETARY
R. A. HOFFMANN, ASSISTANT SECRETARY

The Travelers
The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

June 1, 1953

U-3[illegible](2)

3756

Mr. Floyd Query, Acting Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
F. QUERY
[illegible]

Dear Mr. Query:

161-FS-28
E. L. Kennard, Principal
State of Oregon, Highway Department, Obligee
Bond No. 343919
Highway Contract No. 3756

This will acknowledge receipt of your letter under date of May 27, 1953, wherein you advise that the State Highway Commission declared Mr. E. L. Kennard to be in default of his contract, No. 3756.

Please be advised that we are referring this matter to our Portland, Oregon Office who will conduct an immediate investigation and advise you of the position of the surety within the near future.

Very truly yours

W. F. Smith

W. F. Smith, Examiner

WFS:SG

RECEIVED
JUN 8 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
6-1-53 gl

EIVED
JUN 2 - 1953
FOR FILING

11-[illegible]

3756

[illegible]

June 1, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: M. McVay

Dear Sir:

This is to acknowledge receipt of your letter of May 28 to which was attached three copies of a claim filed with your office by the General Construction Company against Contract No. 3756, awarded to E. L. Kennard.

The claim is in the sum of $778.59 and bears your file No. 3409.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 5/29

[illegible]
6-1-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 28, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from General Construction Company, 4850 Northwest Front Avenue, Box 3860, Portland 8, Oregon, and filed as of this date, a notice of claim by General Construction Company, for the rental of Northwest Dragline Crane in the sum of $778.59, against the bond taken from Travelers Indemnity Company, surety, for the work of Contract No. 3756- west approach to the Salem, Bridge.. Our file No. 3401.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

M. McVay.
By
Clerk, Records Division

NF:K
Enc.

RECEIVED
MAY 29 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 2 - 1953
FOR FILING

11-3[illegible]

3756

Mrs Lemm

June 1, 1953

Travelers Indemnity Company
Hartford 15
Connecticut

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by General Construction Company against E. L. Kennard on State Highway Contract No. 3756. The claim is in the sum of $778.59 for rental of a dragline crane in connection with Mr. Kennard's operations on the west approaches to the Salem bridges.

We provide this information as your Company appears as surety on the performance bond with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 5/29
Attach.

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Washington

NOTED ON CARD
6-1-53

COPY

May 27, 1953.

Earl T. Newbry,
Secretary - State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned, General Construction Company has a claim for the rental of Northwest Dragline Crane fully operated to dig material and load on trucks at the Marion Street bridge, Salem, Oregon, in the sum of $778.59, against the bond taken from the Travelers Indemnity Company for the work of Contract No. 3756 - west approach to the Salem bridge.

GENERAL CONSTRUCTION COMPANY

By OTTO HERMANN
Vice President

ENDORSED
File No. 3401
Filed--May 28, 1953
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING
U-322(2)

3756

May 27, 1953

Mr. E. L. Kennard
General Contractor
1152 Pioneer Street
Enumclaw, Washington

Dear Mr. Kennard:

This is to advise you that on May 18, 1953, during its regular meeting, the State Highway Commission declared you to be in default on your contract with the Highway Commission, said contract being Highway Contract No. 3756.

We intend, of course, to hold you and your surety responsible for all damages which the State has suffered and will suffer due to your failure to complete performance of the said contract.

Yours very truly,

R. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

TJR:FRC

cc- Travelers Indemnity
C. A. Tomassene & Sons
Mr. John Lichty

May 27, 1953

Travelers Indemnity Company
Hartford, Connecticut

C. A. Tomassene & Sons
Wilcox Building
Portland, Oregon

Gentlemen:

Re: Highway Contract No. 3756
E. L. Kennard, Contractor

This is to advise you that on May 18, 1953, during its regular meeting the State Highway Commission declared Mr. E. L. Kennard, Contractor, to be in default of his contract with the State Highway Commission, said contract being Highway Contract No. 3756.

This letter is also to advise you, as surety for the Contractor on said contract, that we are looking to you to arrange for the completion of the performance required by the said contract. Accordingly, we hereby notify you to make such arrangements as are necessary and proper for the completion of the said contract.

In the event that the surety company does not intend to avail itself of this opportunity to complete the performance of said contract, the Commission plans to call for bids on a new contract so as to complete the project called for in Contract No. 3756. This being the case, we must know immediately whether or not the surety company intends to proceed immediately with the completion of the said contract.

In the event that the Commission is forced to let a new contract, we shall seek to be compensated for all additional costs incurred as well as for all damages which the State has sustained because of Mr. Kennard's failure to perform the said contract.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Assistant to Secretary

TJR:FRC

CC- Mr. John Lichty
Mr. E. L. Kennard

RECEIVED
JUN 3 - 1953
FOR FILING

375

4242

May 27, 1953

Mr. James H. Moffett, Jr.
321 Eastlake Avenue
Seattle 9, Washington

Attention: Mr. L. B. Moffett

Dear Sir:

Re: Claim No. 11701
Insured: E. L. Kennard

This is in answer to your inquiry of May 19 concerning the above. We have made further investigation into the work done by the State in repairing the damage, for which the contractor was billed, by again reviewing the job time cards and talking to the employees who did the work. All items charged against the contractor are shown in detail on the attached sheet.

A brief explanation of the work done by each of the men employed on the work is as follows:

On August 20 Mr. Kirby E. Johnson, the welder, visited the job site and made a list of material and other supplies he would need to do the work. On the same day Mr. Karl Sewley, the blacksmith, spent one hour in cutting out the steel plate necessary to do the job. In doing this he used the truck and welder in cutting the steel plate to the size needed on the job. The welder and truck are one unit: that is, actually it is a welder's truck which contains the usual small tools and incidental supplies needed in such repair work along with a 200 amp electric welder, which is mounted in the truck, and a gas welding outfit. The truck is the welder's transportation to and from the job. It contains all of his supplies and welding equipment, and is, of course, on the job during the time the welder is on the job.

On August 21 the welder and his helper went to the job site and repaired the damage caused by the contractor. The welder was on the job a full eight hours, and the helper was there only long enough to help the welder hold the plates in place until they were tack welded. The truck and welder were on the job, of course, the full day of August 21.

No charge is made for welding rod, gas or other incidental materials used in the work as the cost of these items is included in the rental rates charged for the truck and welder. The gas welding outfit was used to straighten some flanges of the steel H section piling which were bent in the accident.

Insofar as we are able to determine, the charges shown on our Bill No. 27052 are correct and a reasonable charge for the work performed. The detailed statement of cost attached hereto substantiates the charges shown on the bill.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

L. C. Williams
Asst. State Highway Engineer

Attached

CAG:aa

cc S. H. Probert
G. S. Paxson

ASSIGNMENT

No. 4242
By

Date: May 25, 1953

Description: Letter of May 19 by L. B. Moffett regarding Invoice No. 27052 for costs in repairing damage to structure on west approaches to Salem Bridge

Acknowledged by ----- Referred to ---Paxson ✓---------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply ---------- signature
Please prepare for ----------------------------

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed -------------- Report received --------

Remarks:

JAMES H. MOFFETT, JR.
INVESTIGATIONS & ADJUSTMENTS
FOR
INSURERS AND THEIR AGENTS

321 EASTLAKE AVENUE
SEATTLE 9, WASHINGTON
MUTUAL 1220

May 19, 1953

RE-5644

Oregon State Highway Department
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Re: Claim No. 11701
Insured: E. L. Kennard
Policy No. CLP 507364
Date of Loss: 8-19-52

Att: W. C. Williams

Gentlemen:

We are now in receipt of your corrected invoice No. 27052 for costs in repairing damage to structure on west approaches to the Salem Bridge on the above date and refer you to your letter of December 5, 1952, addressed to our Mr. R. P. Hosford, in which you state the rate per hour for the welder was $1.68, for the blacksmith $1.77 and for the welder's helper $1.62, plus 50% for overhead and supervision.

NOTED
W. C. WILLIAMS

According to advices received from our insured, the helper was on the job only three hours and the mechanic eight hours. We presume he means by the mechanic the welder himself. He further states that the truck was used only to transport the welder and tools and that the welder itself was only used for four hours. He also advised that the acetylene heating and burning equipment was used for four hours, which you might have included under use of welder for nine hours.

We would appreciate your checking this further and advising.

Yours Very truly

JAMES H. MOFFETT, JR.

By L. B. Moffett

LBM:lc.

RECEIVED
[illegible]

RECEIVED
MAY 25 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
JUN 2 - 1953
FOR FILING

11-2[illegible]

3756

May 27, 1953

Mr. E. L. Kennard
General Contractor
1152 Pioneer Street
Enumclaw, Washington

Dear Mr. Kennard:

This is to advise you that on May 18, 1953, during its regular meeting, the State Highway Commission declared you to be in default on your contract with the Highway Commission, said contract being Highway Contract No. 3756.

We intend, of course, to hold you and your surety responsible for all damages which the State has suffered and will suffer due to your failure to complete performance of the said contract.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

TJR:FRC

cc- Travelers Indemnity
C. A. Tommasene & Sons
Mr. John Lichty

NOTED ON CARD
5-27-53 jl

RECEIVED
[illegible] - 1953
FOR FILING

11-[illegible]
3756

May 27, 1953

Travelers Indemnity Company
Hartford, Connecticut

C. A. Tomassene & Sons
Wilcox Building
Portland, Oregon

Gentlemen:

Re: Highway Contract No. 3756
E. L. Kennard, Contractor

This is to advise you that on May 18, 1953, during its regular meeting the State Highway Commission declared Mr. E. L. Kennard, Contractor, to be in default of his contract with the State Highway Commission, said contract being Highway Contract No. 3756.

This letter is also to advise you, as surety for the Contractor on said contract, that we are looking to you to arrange for the completion of the performance required by the said contract. Accordingly, we hereby notify you to make such arrangements as are necessary and proper for the completion of the said contract.

In the event that the surety company does not intend to avail itself of this opportunity to complete the performance of said contract, the Commission plans to call for bids on a new contract so as to complete the project called for in Contract No. 3756. This being the case, we must know immediately whether or not the surety company intends to proceed immediately with the completion of the said contract.

In the event that the Commission is forced to let a new contract, we shall seek to be compensated for all additional costs incurred as well as for all damages which the State has sustained because of Mr. Kennard's failure to perform the said contract.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Assistant to Secretary

TJR:FRC

cc- Mr. John Lichty
Mr. E. L. Kennard

NOTED ON CARD
5-27-53

RECEIVED
JUN 2 - 1953
FOR FILING

Mrs Lewis

May 25, 1953

General Construction Company
4850 N. W. Front Avenue
Box 3860
Portland 8, Oregon

Attention R. P. Stockwell

Gentlemen:

We have your letter of May 22 concerning your claim against E. L. Kennard on State Highway Contract No. 3756 for work performed on the west approach to the Salem bridges.

The Commission has declared Mr. Kennard in default on this contract and other arrangements will be made for satisfactory completion of the job. The surety for Mr. Kennard, however, remains responsible for the project until it has been completed and all claims taken care of.

We still advise that, if a satisfactory adjustment cannot be made with the surety, you file your claim with the Secretary of State as by so doing, you can protect your claim for a period longer than six months following completion of the contract and its acceptance by the Commission. The contract, to date, has not been completed. We have attached an excerpt from the Oregon laws outlining the proper process in filing a claim with the Secretary of State.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:ehr

Enclosure

5-25-53

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

May 22, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Reference: for wor — Our claim in amount of $778.59 against E. L. Kennard for work performed on Contract No. 3756, on the West approach to the Salem Bridges.

This claim was filed by us on January 30, 1953, with your department, however, in your letter of acknowledgement on February 13, 1953 you advised that if we felt that it was necessary to protect our claim for a period longer than six months following completion, it would be well to file with the Secretary of State.

We understand now that E. L. Kennard has been declared in default on this project and that other arrangements are being made for its completion.

On the basis of this information would you advise us to file with the Secretary of State or will the job be accepted within six months after completion?

Very truly yours,

GENERAL CONSTRUCTION COMPANY

R. P. Stockwell

SECRETARY

5-22-53

R

RECEIVED
MAY 21 1953
FOR FILING

U-[illegible]

[illegible]

May 21, 1953

General Construction Company
4850 N. W. Front Avenue
Portland 8, Oregon

Gentlemen:

State Highway Contract No. 3756, awarded to E. L. Kennard for work on the west approaches to the Salem Bridges, has not been completed.

The contractor has been declared in default on this project and other arrangements are being made for its completion.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 5/20

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

May 15, 1953

Oregon State Highway Department

Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Regarding our claim in amount of $ 778.59, filed against Mr. E. L. Kennard, on January 30, 1953, for work performed by us in connection with work on the West Approaches to the Salem Bridges on the Salem-Dallas Highway in Polk County, known as Highway # 3756.

In your letter of February 13, 1953, you advised the contract had not been completed. Would you please let us know if this has been completed now ?

Very truly yours,

GENERAL CONSTRUCTION COMPANY

R. P. Stockwell

RECEIVED
MAY 18 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
11-3[illegible]

3756

4w

COMMISSION MEETING OF MAY 18, 1953

MINUTE ENTRY

The Commission considered the status of Highway Contract No. 3756 wherein Mr. E. L. Kennard is the contractor, and upon being advised by the Engineer that Mr. Kennard refuses to complete the performance called for in the said contract, and based upon the recommendation of the Engineer and the Chief Counsel, unanimously declared the Contractor, Mr. Kennard, to be in default and instructed the Chief Counsel to take all necessary action against Mr. Kennard and his surety, The Travelers Indemnity Company, to the end that they be held responsible for all damages suffered by the State by reason of said default.

RECEIVED
MAY 15 1953
FOR FILING

May 14, 1953

Oregon State Highway Commission

Gentlemen:

Mr. S. L. Kennard has Contract No. 3736 for constructing approaches to the Marion and Center Street Bridges on the West Salem side of the Willamette River. In Mr. Kennard's contract it was stated that the anticipated completion date of the Marion Street approach was September, 1952 and the Center Street approach was to be completed in 1953; however, it stated that in the event of noncompletion within the anticipated date the contractor would be granted an extension of time but would have no cause for additional compensation or other change of contract.

There was a delay in the completion of the Marion Street approach, so that the contractor could not start work until some three months after the anticipated time. There is, however, no delay in the Center Street approach, and all of Mr. Kennard's contract can be completed at this time. Mr. Kennard has refused to go ahead with the contract unless he is granted additional compensation, which in terms would mean a renegotiation of his contract. The Chief Counsel has studied this matter thoroughly and advises that Mr. Kennard has no cause for refusal to proceed with the completion of his contract. Inasmuch as he has refused to complete the work it is requested that he be declared in default on his contract and demand made upon the surety company for suitable arrangements for said completion immediately. In the event the surety company does not proceed promptly, it is recommended that we arrange for the completion of the work by another contractor, and, should the costs exceed the amount that would have been payable to Mr. Kennard, that the additional cost be assessed against Mr. Kennard and his surety.

This matter will be on the next agenda, and the Chief Counsel will advise you further with respect thereto.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

[illegible]:mo

cc Mr. C. W. Enfield
Mr. H. G. Smith
Mr. G. H. Probert
Mr. J. D. Walker

FORM E-133 70M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 12, 1953

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Re: Highway Contract No.
3756, E. L. Kennard,
Contractor

Mr. Kennard's letter to you with respect to his refusal to complete performance of Contract No. 3756, under date of May 6, 1953, was referred to me for answer.

Attached hereto, you will find a copy of my letter of this date to Mr. Kennard. The letter is self-explanatory, and is based upon a thorough review of the facts as disclosed by the file and conversations with Mr. Walker and Mr. Bartell, as well as a review of the terms of Contract No. 3756.

It is my recommendation that the Commission be fully advised of this matter, and that they be further advised that it is the opinion of this office that Mr. Kennard should be declared to be in default of his contract and that we should promptly proceed with whatever action is deemed advisable to secure and protect the State's interests. We should certainly seek to hold both Mr. Kennard and his surety liable for all damages suffered because of his failure to complete performance of this contract.

Yours very truly,

NOTED
W. C. WILLIAMS

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER
Assistant Attorney

TJR:FRC

1953

FORM E-123X* 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 12, 1953

Mr. E. L. Kennard
General Contractor
1152 Pioneer Street
Enumclaw, Washington

Dear Mr. Kennard:

Re: Highway Contract No. 3756
E. L. Kennard, Contractor

Your letter of May 6, 1952, addressed to Mr. Baldock, has been referred to me for answer.

In the last paragraph of your letter, you state that you " . . . will not enter upon the completion of this contract unless something is done to insure that I will be compensated for delays occasioned through no fault of mine."

In view of the above mentioned letter, we must assume that you refuse to perform as stipulated by the terms of your contract with the State Highway Commission (Contract No. 3756), without additional compensation. In effect, you seek to modify the terms of your contract with the State in order to acquire additional compensation.

You will have received a copy of my letter addressed to your attorney, Mr. Lienty, under date of May 6, 1953, wherein I request to be advised of whether or not you intend to complete the performance of your contractual obligations with the State; however, your above mentioned letter to Mr. Baldock appears to have answered my inquiry, and we take it that you intend to continue in your refusal to complete the performance of the contract.

I have made a thorough examination of the facts as disclosed by the file and by several conversations with the various engineers in charge of the project covered by the contract, including Mr. J. D. Walker, Division Engineer, and [redacted], Resident Engineer. I have also examined all of the statements made by you in your letters to the Highway Department, wherein you claim that the State is in default in one way or another, and have checked the same with the terms of the contract, including both the general and special provisions.

Based upon the foregoing investigations and studies, it is my opinion that the terms of the contract, as well as the facts, effect-

Mr. Kenneth E. Bartel

ively and positively refute your contentions with respect to the State being in any way in default. Therefore, this is to advise you that this matter will be brought to the attention of the Highway Commission during its next meeting, which is to be held on the eighteenth and nineteenth of this month, for whatever action the Commission deems appropriate. We anticipate that the Commission will declare you to be in default for your refusal to perform as required by the contract, and that this Department will be instructed to pursue all available remedies so as to hold you and your surety liable for all of the damages suffered due to your default.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:FRC

cc- Travelers Indemnity Company
Hartford, Connecticut
C. A. Tomassene & Sons
Mr. John Lichty
Mr. R. H. Baldock
Mr. W. C. Williams
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. J. D. Walker

E. L. KENNARD
GENERAL CONTRACTOR
1152 Pioneer Street - Enumclaw, Wash.
Phone 364-W

May 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Re: Contract No. 3756-E. L. Kennard

My attorney, Mr. Lichty, has consulted with me relative to your letter of April 20, and I cannot agree that the State has not materially changed the conditions under which I am required to operate to finish this contract.

The question of the right of way at Winks Tavern is one which caused me considerable extra expense. It was not until the time that I was ready to complete the fill at that spot that I found that the State Highway Department had entered into an agreement with Burk, giving him until January 1, 1953, to vacate that property and make the right of way available for the purpose of constructing the fill.

In addition to this, in my opinion and in the opinion of my attorney, the representation in the special provisions that the bridge contractor on the Marion Street bridge was expected to be through approximately the 30th day of September, 1952, amounted to a representation that it would be approximately that date, and that the contractor could schedule his operations, certainly to expect to be able to complete his part of the grading and filling prior to the time that he was required to fully complete his contract, with the exception possibly of a few days delay. Certainly it was not intended, nor in the contemplation of any of the parties, that the contractor would be compelled to stop work and wait six months or a year, and then come back under entirely different conditions and finish his contract.

[illegible]

I bid this job at least twenty cents a yard less than I would otherwise have bid it had I not anticipated completing the fill before the high water of 1953. The use of the gravel bar adjacent to the job, rather than the State owned rock quarry approximately two miles from the job, made fully this much difference in the anticipated cost per yard. I also had a commitment from the General Construction Company to deliver rock for the slope protection at a price which would have netted me thirty-five cents a yard profit. The General was then operating in the Staats quarry and had given me a commitment at the price indicated. It will now be necessary for me to go in and shoot that quarry and produce my own rock, and on the small amount of yardage involved, it will cost me approximately double the amount that I have bid.

Another case in which I contend the State has breached its contract with me is in failing to pay me any estimate for the yardage which I had placed between the time of the last estimate and the time that I was forced to discontinue work in the fall. I asked to have a cross-section run and an estimate prepared, but nothing was ever done.

Another delay that was no fault of mine was the failure of the city to complete its operations in the same area where I was required to make the fill. The contract does provide that I will coordinate my work with the work of the city, but again, I believe that it is not contemplated that coordination means that I must wait until the city, at its pleasure, gets out of the way.

In conclusion, I again reiterate that no one entering into this contract contemplated the situation that actually arose, that the changed conditions make it equitable and fair that additional compensation be paid to compensate me for the loss occasioned through no fault of mine. Moving equipment in and out and standby time lost is in itself a heavy expense. I must again reiterate that I will not enter upon the completion of this contract unless something is done to insure that I will be compensated for delays occasioned through no fault of mine.

Yours very truly,

E. L. Kennard
E. L. Kennard

ELK:BD
cc Travelers Indemnity Company

Mr Bartels diary shows estimate included Friday Oct 10, 1952
No work on Sat & nor [illegible] [illegible]
(Sat) (Sun)
[illegible]
[illegible] accurately, [illegible]
[illegible]

RECEIVED
FOR FILING

3755

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 6, 1953

Mr. John Lichty
Attorney at Law
Failing Building
Portland 4, Oregon

Re: Highway Contract No. 3756
E. L. Kennard, Contractor

NOTED
W. C. WILLIAMS

Dear Mr. Lichty:

Reference is made to Mr. Baldock's letter to you under date of April 20, 1953, with respect to the completion of Highway Contract No. 3756 by your client, Mr. E. L. Kennard. The file discloses that, as yet, neither you nor Mr. Kennard have answered Mr. Baldock's letter.

Inasmuch as it is imperative that the work called for in the said contract be completed as soon as possible, we would like to be advised immediately as to whether or not Mr. Kennard intends to promptly resume operations thereon so as to complete performance of his contractual obligations.

As stated in Mr. Baldock's letter, we expect Mr. Kennard to fulfill the obligations which he assumed when he entered into the said contract and recognize no valid reason for further delay on his part.

We would appreciate your prompt attention to this matter so that the Highway Commission may be fully advised on the status of the said contract during its next meeting, which is to be held on May 18 and 19, in order that the Commission may take whatever action it deems advisable to get the work called for in the said contract completed.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

THOMAS J. REEDER
Assistant Attorney

TJR:gamc
cc: Travelers Indemnity Company
C. A. Tomassens & Sons
Mr. E. L. Kennard

bcc: Mr. W. C. Williams ✓
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. J. D. Walker
Legal Dept.

RECEIVED
APR 21 1953
FOR FILING

[illegible]

[illegible]

April 20, 1953

Mr. John Lichty,
Attorney at Law,
Failing Building,
Portland 4, Oregon.

Dear Sir:

Your letter relative to the work necessary to complete Mr. Kennard's Contract No. 3756 is at hand and has been given consideration.

As to your reference to right of way, at only one point, the Burk property--known as Winks Tavern, was there any question as to right of way. This arose due to a decision to not employ metal cribbing but instead to buy extra right of way and extend the fill. Mr. Kennard was not hampered or delayed by this change, which incidentally was very minor in character.

Concerning other operations, presumably bridge contracts, being completed so as to not delay his operations, you will note that this phase of the work is amply covered in the special provisions of the contract, pages 10 and 11.

Concerning sources of materials, you will also find that this is thoroughly covered in the special provisions on page 3.

No action taken by the State has been in conflict with the terms of the contract, nor has the State breached its contract in any manner. There is no reason for nor any inclination of the State to excuse Mr. Kennard from further obligation to complete his contract.

There is no point in engaging in a conference as to re-negotiation of price items. Mr. Kennard entered into a contract with the State to perform certain operations at a definite price and the State insists that he take immediate steps to complete the work in question. Further delay will result in a demand on his surety for completion of the project.

Mr. John Lichty
April 20, 1953
Page 2

Kindly advise us as to the date we may expect Mr. Kennard to resume operations, bearing in mind that while the contract provides for an extension of time due to operations of the bridge contractor we are not obligated to grant extensions due to Kennard's failure to properly prosecute the work.

Bridge operations are now at the point where arrangements can be made for finishing all contract operations without delay to Kennard.

Very truly yours,

R. H. Baldock
State Highway Engineer

JDW:AM

cc Mr. E. L. Kennard
Travelers Indemnity Company
Mr. J. D. Walker
Mr. G. S. Paxson
Mr. H. G. Smith

Copy made for [illegible] Supt.

JOHN LICHTY
Attorney at Law
Failing Building
Portland 4, Oregon

Telephone ATwater 8478

April 6, 1953

State Highway Department
Salem, Oregon

Attention: Mr. J. D. Walker, Division Engineer

Gentlemen:

RE: 27-1025
Contract No. 3756, E. L. Kennard

Your letter of March 31 relative to the above contract has been discussed with me by Mr. Kennard, and he has instructed me to answer the letter, giving his views as to further prosecution of this contract.

When Mr. Kennard entered into this contract, it was on the assumption that the state would have a right of way so that his operations could proceed in an orderly manner. It was further contemplated that all other operations which would interfere with his work would be completed in order to enable him to finish within the time allowed him by the contract for completion.

In bidding this work, he based his unit prices on certain available sources of materials which he could normally anticipate would be available if the job proceeded in an orderly manner, as his plans had scheduled. When it became apparent that the state would not have a portion of the right of way available, due to right of way differences with a land owner, Mr. Kennard was forced to discontinue the use of the equipment which he had planned on using and to use smaller and less efficient equipment, and the cost of the unit price per yard of material in place was greatly increased.

Notwithstanding all of these things, at the time the department had him shut down last fall, he offered to terminate his contract and accept a final on cross-sections of the material actually in place at that time. We believe that the actions of the state in this matter have relieved Mr. Kennard from any further obligation to complete his contract, and further believe that the state has breached the contract and that should Mr. Kennard so desire, an action for damages in his favor would lie.

If the state is sincere in desiring Mr. Kennard to now enter upon this work and complete it, we suggest a conference where a renegotiation in price can be effected. If the department does not see fit to pursue this course, Mr. Kennard is still willing to go through with his previous offer to have his contract terminated and accept his final on cross-sections of the material now in place, this although there has manifestly been considerable settling and the cross-section will not reflect the same yardage that it would have prior to the winter weather.

Please let me hear from you if you desire a conference, and I will contact Mr. Kennard and have him there at your convenience.

Yours very truly,

/S/ John Lichty

John Lichty

JL:BR

cc G. A. Abramson
E. L. Kennard

[illegible] RECEIVED
[illegible] BONDING

11-326(.)
3756

April 16, 1953

Oregon State Highway Department
Salem
Oregon

Attention: Mr. Floyd Query, Acting Secretary

Gentleman:

Re: 1[illegible]1-[illegible]S-23
(133-R-592)
State of Oregon
Highway Dept. - Obligee
E. L. Kennard

This will acknowledge receipt of your letter dated April 14, 1953 relative to Mr. Kennard's contract Nos. 3756 and 3691 involving work on the west approaches to the Salem bridges and on the Cape Lookout Park Access Road in Tillamook County, respectively.

We ask that you please hold up both the retained percentage on contract 3691 and the semi-final payment until such time as we have had the opportunity of giving this matter our further attention and you receive our further advices.

Should any question develop relative to the retention of these funds, kindly inform us accordingly.

Very truly yours,

Wallace A. Johnson
Claim Manager

WAJ:g

RECEIVED
APR 15 1953
FOR FILING

4-[illegible]

[illegible]

Lewis

April 14, 1953

Mr. C. V. Sundborg
The Travelers Claim Department
Equitable Building
Portland 4, Oregon

Dear Mr. Sundborg:

As requested by telephone at the Commission meeting in Portland, we have checked into the status of Mr. Kennard's Contract No. 3756 for work on the west approaches to the Salem bridges and find that this job has not yet been completed. He has been notified to resume work this month, and as far as we know he will complete the contract. No work has been performed on this contract for several months.

Mr. Kennard has another Contract No. 3691 for work on the Cape Lookout Park Access Road in Tillamook County. This job was completed March 6, 1953, and accepted by the Commission on April 8. The retained percentage on this job is $1,967.27. The semi-final payment in the amount of $2,025.08 is now ready to be made.

Please advise us if you wish both of these payments held up pending settlement of the claim of Collins Concrete and Steel Pipe Company.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/13

[illegible] ON CARD

RECEIVED
FOR FILING

11-[illegible]

3756

C
O
P
Y

27-1025

Salem, Oregon
April 9, 1953

Mr. H. G. Smith,
Construction Engineer,
Department.

Dear Sir:

Recently I received a letter from John Lichty, attorney for E. L. Kennard, in response to a previous letter which I had written demanding that Kennard complete Contract No. 3756 in West Salem. A copy of Mr. Lichty's letter is attached.

I have prepared for Mr. Williams' signature a letter to Mr. Lichty, which I inclose. If this meets with your approval, will you pass it on to Mr. Williams.

Yours very truly,

J. D. Walker,
Division Engineer.

JDW:AM

C V Sundberg
The Travelers Indemnity Co
Phone at 8217

COPY

JOHN LICHTY
Attorney at Law
Failing Building
Portland 4, Oregon

April 6, 1953

State Highway Department
Salem, Oregon

Attention: Mr. J. D. Walker, Division Engineer

Gentlemen:

Re: 27-1025
Contract No. 3756, E. L. Kennard

Your letter of March 31 relative to the above contract has been discussed with me by Mr. Kennard, and he has instructed me to answer the letter, giving his views as to further prosecution of this contract.

When Mr. Kennard entered into this contract, it was on the assumption that the state would have a right of way so that his operations could proceed in an orderly manner. It was further contemplated that all other operations which would interfere with his work would be completed in order to enable him to finish within the time allowed him by the contract for completion.

In bidding this work, he based his unit prices on certain available sources of materials which he could normally anticipate would be available if the job proceeded in an orderly manner, as his plans had scheduled. When it became apparent that the state would not have a portion of the right of way available, due to right of way differences with a land owner, Mr. Kennard was forced to discontinue the use of the equipment which he had planned on using and to use smaller and less efficient equipment, and the cost of the unit price per yard of material in place was greatly increased.

Notwithstanding all of these things, at the time the department had him shut down last fall, he offered to terminate his contract and accept a final on cross-sections of the material actually in place at that time. We believe that the actions of the state in this matter have relieved Mr. Kennard from any further obligation to complete his contract, and further believe that the state has breached the contract and that should Mr. Kennard so desire, an action for damages in his favor would lie.

If the state is sincere in desiring Mr. Kennard to now enter upon this work and complete it, we suggest a conference where a renegotiation in price can be effected. If the department does not see fit to pursue this course, Mr. Kennard is still willing to go through with his previous offer to have his contract terminated and accept his final on cross-sections of the material now in place, this although there has manifestly been considerable settling and the cross-section will not reflect the same yardage that it would have prior to the winter weather.

Please let me hear from you if you desire a conference, and I will contact Mr. Kennard and have him there at your convenience.

Yours very truly,

/s/ John Lichty

John Lichty

cc G. A. Abramson
E. L. Kennard

COPY

March 31, 1953 27-1025

Mr. E. L. Kennard
1152 Pioneer Street
Enumclaw, Washington

Dear Sir:

This letter is written with reference to your incompleted contract with the Oregon State Highway Commission, Contract No. 3756, West Approaches to Salem Bridges.

In accordance with the provisions of the contract, work was suspended in 1952 due to the fact that approaches to the Center Street Bridge were not completed sufficiently to permit finishing of fill and placing of riprap materials.

We are now informed by the Bridge Department that bridge contract work has progressed to the point where it will be possible for you to resume operations and that arrangements can now be made for coordinating your operations with that of the bridge contractor in order that work on your contract may be completed. You are therefore instructed to institute immediate plans leading to resumption of such work as is ncesssary to complete unfinished contract items.

As provided in the contract, a reasonable time extension will be granted; however, this does not imply that unlimited time extension will be granted. Granting of such extension will be also governed by your actions in the further pursuance of remaining work items.

May we have an immediate reply from you, setting forth your future plans in this regard and advising when we may expect resumption of work.

Yours very truly,

J. D. Walker
Division Engineer

JDW:AN

cc Travelers Indemnity
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. K. E. Bartel
Mr. L. L. Jensen

RECEIVED
[illegible]

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

Hartford 15 Connecticut

C. C. CLOTHIER
VICE PRESIDENT, CLAIM DEPARTMENTS

CASUALTY CLAIM DEPARTMENT
W. H. ZWEIG, SECRETARY
HOWARD R. SULLIVAN, ASSISTANT SECRETARY
C. A. HARRIS, ASSISTANT SECRETARY
J. O. HELMS, ASSISTANT SECRETARY
C. R. CARPENTER, ASSISTANT SECRETARY
R. A. HOFFMANN, ASSISTANT SECRETARY

February 24, 1953

Oregon State Highway Department
Salem
Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

161-FS-28 E. L. Kennard - Principal
State of Oregon - Obligee

This will acknowledge your letter under date of February 13, 1953 enclosing claim filed with your office by the General Construction Company against E. L. Kennard.

This matter will be brought immediately to the attention of Mr. Kennard. Thank you very much for calling same to our attention.

Very truly yours

W. F. Smith

WFS:MPC

W. F. Smith, Examiner

RECEIVED
STATE [illegible]ON

RECEIVED
FEB 25 1953
FOR FILING

3756

Jones 5

February 24, 1953

Larson Construction Company
Post Office Box 120
Astoria, Oregon

Gentlemen:

We have received a copy of a letter written by your Company to the Travelers Indemnity Company stating that E. L. Kennard owes you the sum of $2,100.00 for rental of a dragline on State Highway Contract No. 3756. This contract was awarded to Mr. E. L. Kennard for road embankment and slope protection on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County. The contract has not yet been completed.

Mr. Kennard furnished with his contract a performance bond given to assure satisfactory completion of the contract and payment of all bills incurred in connection with it. The Travelers Indemnity Company through C. A. Tomassene and Sons, 614 Wilcox Building, Portland 4, furnished this performance bond.

The State does not make payments direct to claimants as we have no means of determining the validity of claims. We do, however, note the claims in our records and advise the surety and the contractor of their receipt.

If you wish to protect this claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your assistance in preparing such a filing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
2-24-53

FAQ:md
Attach.

February 20, 1953

REF: Oregon State Highway Contract #3756. Approach to State Bridge at Salem, Oregon. Warded to E L Kennard, Enumclaw, Wash.

The Travelers Indemity Co
Equitable Building
Portland, Oregon

Gentlemen:

Mr E L Kennard rented our two cubic yard Model 801 Lima drag-line, using it on State Highway Contract #3756 from August 18, 1952 to September 30, 1952. The agreed amount of this rental, after making allowance for breakdowns and supplies purchased, was $2600.00. Mr Kennard sent us a check for $500.00 on January 1, 1953. We sent him a registered letter, on February 5, 1953, requesting payment by February 20, 1953. To date we have not heard from him or received any money.

We request that we be paid this balance of $2100.00.

Very truly yours,
Larson Construction Co

H Claterbos Sup't.

HC/emo
cc:
E L Kennard
Oregon State Highway Commission

RECEIVED
FEB 23 1953
OREGON
STATE HIGHWAY COMMISSION

[illegible]ED ON CARD

2-20-53

RECEIVED
FEB 1953
FOR FILING

Lewis R

February 24, 1953

Travelers Indemnity Company
Hartford 15
Connecticut

Gentlemen:

We have received in this office a copy of a letter addressed to your Company by Larson Construction Company in which they state that E. L. Kennard owes them the sum of $2,100 for rental of a dragline furnished on State Highway Contract No. 3756, awarded to Mr. Kennard for work on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Washington

[illegible]

2-24-53

RECEIVED
FEB 17 1953
FOR FILING

11-[illegible](2)
3756

February 13, 1953

Travelers Indemnity Company
Hartford 15
Connecticut

Gentlemen:

Attached is a copy of a claim filed with this office by the General Construction Company against E. L. Kennard for rental of a Northwest Dragline during September, 1952, in the sum of $778.59. This claim has to do with Mr. Kennard's operations on State Highway Contract No. 3756 for roadbed embankment and slope protection on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. E. L. Kennard
1152 Pioneer Place,
Enumclaw, Washington

[illegible] copy

2-13-53

RECEIVED
FEB 17 1953
FOR FILING

[illegible]
3756

Lewis

February 13, 1953

General Construction Company
4850 N. W. Front Avenue
Portland 8, Oregon

Attention: Mr. R. P. Stockwell

Gentlemen:

We acknowledge receipt of your letter of January 30 to which was attached copies of your claim against E. L. Kennard for rental of a dragline furnished to the contractor in connection with his work on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County, known as State Highway No. 3756. The claim is in the sum of $778.59.

The contract, as you probably know, has not been completed, but if you feel that it is necessary to protect your claim for a period longer than six months following completion and acceptance of the contract, it might be well to file your claim with the Secretary of State. For your convenience in so doing, we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, the claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

2-13-53, [illegible]

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

January 30, 1953.

Oregon State Highway Department,
Salem, Oregon.

Attention - Mr. H. B. Glaisyer

Gentlemen:

In accordance with our telephone conversation January 29th we enclose herewith our claim against Mr. E. L. Kennard for work performed by us on Contract Number 3756.

Yours truly,

GENERAL CONSTRUCTION COMPANY

By

R. P. Stockwell

Encl.

REFERRED TO
BY SECRETARY

1-30-53

GENERAL CONSTRUCTION COMPANY

•

GENERAL CONTRACTORS

•

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

January 30, 1953.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

Notice hereby is given that the undersigned General Construction Company has a claim for rental of fully operated Northwest Model 25 Dragline in the sum of $778.59 against the bond taken from E. L. Kennard and The Travelers Indemnity Company of Hartford, Conn. for the work of West Approach Salem Bridge Contract Number 3756.

Yours truly,

GENERAL CONSTRUCTION COMPANY

By
R. P. Stockwell

1-31-53.

FORM 104A 5M 1-52

INVOICE

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS
4850 N. W. FRONT AVENUE
P. O BOX 3860

Portland, 8, Oregon, October 20, 1952.

TO
E. L. Kennard,
116 Marion Street,
Salem, Oregon.

Invoice No. 10-23

TERMS NET

To rental of Northwest Dragline to dig material and load on trucks at Salem - fully operated -

Sep. 15 -	N.W. Dragline and crew	10 Hrs.		
" 16 -	" "	10 "		
" 17 -	" "	10 "		
" 18 -	" "	10 "		
" 19 -	" "	10 "		
" 22 -	" "	10 "		
		60 "	@ 12.50 Hr. -	750.00

Overtime for men -

Operator	12 Hrs.	@ 1.22½ per Hr.	14.70	
Oiler	12 "	@ .95 "	11.40	
			26.10	
Plus Insurance on labor			2.49	28.59
				$778.59

GENERAL CONSTRUCTION COMPANY
PORTLAND 8, OREGON

January 30, 1953.

The Travelers Indemnity Company of Hartford,
Republic Building,
3rd and Pike Sts.,
Seattle, Washington.

Attention - Mr. Grenville Jordan

Gentlemen:

We enclose herewith a copy of a claim filled with the Oregon State Highway Department in the amount of $778.59 for work performed by us on the West approach to the Salem Bridge at Salem, Oregon.

Since you are named as Surety this is sent to you as notice of our action.

Yours truly,

GENERAL CONSTRUCTION COMPANY

By
R. P. Stockwell

cc - O.S.H.C.
Salem, Ore.

COPY

RECEIVED

FOR FILING

11-[illegible]

3756

Phone
3
9
4
0
8

SALEM SAND AND GRAVEL COMPANY

SAND - GRAVEL - CEMENT - FILL DIRT - TOP SOIL - EXCAVATING - BULLDOZING

1405 North Front Street - - - - - Salem, Oregon

February 12, 1953

E. L. Kennard
1152 Pioneer Street
Enumclaw, Washington

Re: Your letter dated January 27, 1953.

Dear Sir:

In your letter of January 27, 1953, you state that you believe the correct total to be 8,923 yards and if we find this incorrect to let you know.

Let me call to your attention our letter to you dated January 8, 1953. It points out the fact that we have the original slips signed by you or your representative that add up to 9,317 yards, plus the 20 yards on the first day, making a total of 9,337 yards delivered to your company.

We would be very glad to have you or anyone designated by you come down and count the yardage as tabulated on these truck haul slips.

Again let me state that your total of 8,923 yards is incorrect and the total of 9,337 yards is correct. Enclosed is a bill for this amount. We would appreciate prompt payment.

Yours truly,

SALEM SAND & GRAVEL COMPANY

Thomas B. Hill, Jr.

TBH:aa

cc: H. B. Glaiyser, secretary; State Highway Commission
Travelers Indemnity Company; Hartford, Connecticut
Dawson & Feek; Seattle, Washington
E. L. Crawford; Salem, Oregon

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
2-12-53

RECEIVED
JAN [illegible] 1953
FOR FILING

[illegible]

3756

January 29, 1953

Mr. R. P. Stockwell
c/o General Construction Co.
Box 3860
Portland 8, Oregon

Dear Mr. Stockwell;

Pursuant to our telephone conversation of this date, I enclose for your information excerpts from the Oregon Laws, outlining the procedure to be followed in filing claims against public bodies.

In the case of your claim against Mr. Kennard for rental of equipment used in connection with his Contract No. 3756 with the State Highway Commission, the claim should be filed with the Secretary of State. It will be appreciated if you will send a copy of the claim to this office for the Highway Commission's records and files.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl
encl.

3756

R. P.
"Dick" Stockwell – Box 3860 Port. 8
General Const. Co.

Kenward
Claim #778.59 for rental of equip.

Sent Claim

RECEIVED
FOR FILING

[illegible]

3156

Files

E. L. KENNARD
GENERAL CONTRACTOR
1152 Pioneer Street - Enumclaw, Wash.
Phone 364-W

January 27, 1953

[illegible] 1
3156

Salem Sand and Gravel Company
1405 North Front Street
Salem, Oregon
Attention: Mr. Thomas B. Hill, Jr.

Re: Your letter dated
January 8, 1953

Dear Mr. Hill:

At the time I was in your office and checked the hauling with your bookkeeper, there was a very small difference between the signed slips that I have and your copies. The arrangements as to dates may vary but the totals should be very close.

Before August 15 -	20	cu. yards
August 15 -	747	cu. yards
August 18 -	1005	cu. yards
August 19 -	1235	cu. yards
August 20 -	1503	cu. yards
August 21 -	1410	cu. yards
August 22 -	725	cu. yards
August 23 -	325	cu. yards
August 25 -	1150	cu. yards
August 26 -	803	cu. yards
Total	8923	cu. yards

If you find me incorrect, let me know otherwise please change your previous billing of 9344 cubic yards.

Sincerely yours,

E. L. Kennard
E. L. Kennard

ELK:p
cc: H. B. Glaiyser, secty., State Highway Commission
Travelers Indemnity Co., Hartford, Conn.
E. L. Crawford, Salem, Oregon
Dawson & Feek, Seattle, Washington

RECEIVED
APR 7 1953
FOR FILING

Mrs Lewis

January 26, 1953

Larson Construction Company
32nd Street & Franklin Avenue
P. O. Box 120
Astoria, Oregon

Attention: Mr. E. M. Opdycke

Gentlemen:

We have your letter of January 20 concerning the status of State Highway Contract No. 3756 for roadbed embankment and slope protection on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County awarded to E. L. Kennard.

This contract has not been completed and final payment has not been made. The Travelers Indemnity Company furnished the performance bond on this contract through C. A. Tomassene & Sons, 614 Wilcox Building, Portland 4.

If you wish to consider this as a claim filed against the contractor, please advise the nature and amount of the claim. In the event that you do have a claim on this contract and if you feel it necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, you might wish to file a claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

OFFICE PHONE
344

RESIDENCE PHONE
1625

LARSON CONSTRUCTION CO.
32ND STREET & FRANKLIN AVENUE
P. O. BOX 120
ASTORIA, OREGON

January 20, 1953

3756

Oregon State Highway Department
Salem, Oregon

Gentlemen:

We are writing to you regarding the Kennard Construction Company who had a contract with you to do some work on the Williamette bridge at Salem. This construction company has rented some of our equipment to do the work. We would like to know if payment in full has been made on his contract and who his bonding company might be. Your cooperation in this matter would be appreciated.

Very truly yours,
Larson Construction Co
E M Opdycke
E M Opdycke, Bkkpr.

REFERRED TO
Geary
BY SECRETARY

Prepare reply

RECEIVED
JAN 23 1953
FOR FILING

Phone
3
9
4
0
8

SALEM SAND AND GRAVEL COMPANY

SAND - GRAVEL - CEMENT - FILL DIRT - TOP SOIL - EXCAVATING - BULLDOZING
1405 North Front Street - - - - - Salem, Oregon

January 8, 1953.

REFERRED TO
BY SECRETARY
until on card

E. L. Kennard
1152 Pioneer Street
Enumclaw, Washington

Re: Your letter dated December 20, 1952.

Dear Sir:

If you will recall your check with our bookkeeping department in regard to the correctness of the yardage shown on our invoice (9344 yards), you will find that we have a total of 9317 yards that results from adding up each load slip that is signed by you or your representative. In addition to this we had 4 truck loads of 5 yards each or a total of 20 yards shown on our truck haul sheet that was delivered on the first day which you recalled and verified at the time of your visit. This made a total of 9337 yards shown in our records, and we had billed you 9344. At that time you stated there was no need to send out a corrected invoice due to the small discrepancy.

However, you may regard this letter as showing the correct total of 9337 yards at the agreed price of $.30 per yard which equals a total value of $2801.10.

This total of $2801.10 for the fill plus $143.07 for the D-4 cat makes a lump sum of $2944.17 instead of the $2946.27 originally billed.

Our records are open for any further inspection of the fill dirt slips signed by you or your men. An answer in the near future will be appreciated.

Sincerely yours,

SALEM SAND & GRAVEL COMPANY

Thomas B. Hill, Jr.

TBH:ah

cc: H. B. Glaiyser, Secty., State Highway Commission
Salem, Oregon

Travelers Indemnity Co.
Hartford 15, Conn.

E. L. Crawford
Salem, Oregon

Dawdon & Peek
Seattle, Washington

RECEIVED
DEC 31 1952
FOR FILING

U-3[illegible]

3756

Mrs Lewis R

December 26, 1952

The Travelers Indemnity Company

Hartford 15, Connecticut

Gentlemen:

We have received a letter from the Chief Counsel for the State Highway Commission in which he writes as follows:

> "Mr. Cecil Parkhurst and Mr. Paul Hesselgesser called this office on December 12, 1952, to advise that they had received their pay from Mr. E. L. Kennard for services rendered Mr. Kennard in connection with the above contract, and I am advising you so that your records may be brought up to date concerning this matter."

This is in connection with an oral claim made by Mr. Hesselgesser and Mr. Parkhurst on State Highway Contract No. 3756, awarded to E. L. Kennard for roadbed embankment and slope protection on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County.

We provide this information as your Company appears as surety on the performance bond furnished with Contract No. 3756.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED
H. B. GLAISYER

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Washington

NOTED ON CARD
12-26-52, g

FORM E-30 37,900 4-52 86906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 16, 1952

SUBJECT: Contract No. 3756
Approaches to West Salem Bridges

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Mr. Cecil Parkhurst and Mr. Paul Hesselgesser called this office on December 12, 1952, to advise that they had received their pay from Mr. E. L. Kennard for services rendered Mr. Kennard in connection with the above contract, and I am advising you so that your records may be brought up to date concerning this matter.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh

Jerry — Mrs Lewis
note on card
usual letters

NOTED ON CARD
12-16-52 JC

RECEIVED
DEC 29 1952
FOR FILING

U-[illegible]

3756

E.L.KENNARD
1152 Pioneer St.
ENUMCLAW WASH.

December 20,1952.

Salem Sand & Gravel Co.,
1405 N. Front St.,
Salem Ore.

Attention Mr. Tom Hill

Gentlemen:

With reference to claim filed by your company with Oregon State Highway Dept., in amount of $$2946.27.

Shortly after your August invoice was received in amount of $2803.60 (9344 yds), the writer called at your office to check the yardage figure which was not in accordance with ours. This check with your bookkeeping department verified the correctness of our figure of 8882 yards and it was understood at that time that either a corrected invoice or a credit memo would be issued. To date none has been received.

Your advice will be appreciated.

Yours truly

E L Kennard

CC ✓ H.B.Glaiyser,Secty. ✓
State highway Commission,
Salem Ore.

Travelers Indemnity Co.,
Hartford 15 Conn

Dawson & Feek
Seattle Wash

NOTED
H. B. GLAISYER

12-2[illegible]

RECEIVED

FOR FILING
[illegible]

3756

Files

The Travelers

The Travelers Insurance Company
The Travelers Indemnity Company
The Travelers Fire Insurance Company

Hartford 15, Connecticut

C. C. CLOTHIER
VICE PRESIDENT, CLAIM DEPARTMENTS

CASUALTY CLAIM DEPARTMENT
W. H. ZWEIG, SECRETARY
HOWARD R. SULLIVAN, ASSISTANT SECRETARY
C. A. HARRIS, ASSISTANT SECRETARY
J. O. HELMS, ASSISTANT SECRETARY
C. R. CARPENTER, ASSISTANT SECRETARY
R. A. HOFFMANN, ASSISTANT SECRETARY

December 18, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

161-FS-28
E. L. Kennard

We are referring your letter of December 10 concerning the claim filed by the Salem Sand and Gravel Company to our claim office located in the Republic Building, Seattle, Washington. They will take this matter up with the contractor and accord all other necessary attention. Thank you for informing us of the filing of this claim.

Very truly yours

C. R. Carpenter
Assistant Secretary

CRC:MTS

RECEIVED

Noted
HB

RECEIVED
FORM E-122X 37,000
FOR FILING
[illegible]
3756

Mrs Lewis

R

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 17, 1952

Mr. John Lichty
Attorney at Law
Failing Building
Portland 4, Oregon

Re: Claim of Miller, Parkhurst
and Hesselgesser
Contract 3756
Contractor E. L. Kennard

Dear Mr. Lichty:

Thank you for your letter of December 9, 1952, advising that Mr. Kennard has paid the claims of Messrs. Miller, Parkhurst and Hesselgesser for work performed in connection with the above contract.

The prompt attention given this matter by Mr. Kennard is appreciated.

Yours very truly,

C. W. ENFIELD
Chief Counsel

NOTED
H. B. GLAISYER

CWE:jfw

cc: Mr. H. B. Glaisyer.

MEMO TO FILES:

For Project Agreement
See: U.- 322(2) 3551

Dated: December 12, 1952

RECEIVED
DEC 10 1952
FOR FILING

11-322(-1)

3756

Mrs Lewis R. P

Salem, Oregon
December 10, 1952

Memo to Mr. C. H. Maison

A number of claims have been filed against Mr. E. L. Kennard on State Highway Contract No. 3756. Please withhold any further payments to Mr. Kennard until further advised by this office.

Secretary

FAQ:md

NOTED ON CARD
12-10-52

RECEIVED
DEC [illegible] 1952
FOR FILING

U-322(2)

3756

Mrs Lewis

December 10, 1952

Travelers Indemnity Company

Hartford, 15, Connecticut

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Salem Sand and Gravel Company, 1405 North Front Street, Salem, against E. L. Kennard in the sum of $[illegible],946.27. This claim is for fill dirt, equipment rental and other services furnished to Mr. Kennard on State Highway Contract No. 3756 for roadbed embankment and slope protection on the west approaches to the Salem bridges on the Salem-Dallas Highway in Polk County.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Washington

NOTED ON CARD

E. L. CRAWFORD
Attorney at Law
T. A. Livesley Building
SALEM, OREGON

December 5, 1952.

To the State of Oregon,
and
Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, Salem Sand and Gravel Company, a corporation existing under and by virtue of the laws of the State of Oregon, has a claim for materials furnished and work and labor performed, a statement of which is hereunto attached, in the sum of $2,946.27, against the bond taken from E. L. Kennard and The Travellers Indemnity Company, for the work of constructing the west approach to the Salem bridge, pursuant to the provisions of State Highway Contract 3756.

SALEM SAND AND GRAVEL COMPANY,

By E. L. CRAWFORD
Atty

Phone
3
9
4
0
8

SALEM SAND AND GRAVEL COMPANY
Sand- Gravel- Cement- Fill Dirt- Top Soil- Excavating- Bulldozing
1405 North Front Street Salem, Oregon

December 4, 1952

E. L. Kennard
116 Marion Street
Salem, Oregon

Terms: Net Cash

Aug.	9344 Yards fill dirt	@ .30	2803.20	
Sept. 4-5	17½ hours D4#5 cat	@ 7.50	131.25	
	1½ hours overtime	@ 1.21	1.82	
	Move charge		10.00	2946.27

INVOICE

ENDORSED
File No. 3368
Filed-Dec. 8, 1952
EARL T. NEWBRY, Secretary of State

Mrs Lewis R

RECEIVED
DEC [illegible] 1952
FOR FILING

[illegible]
3756

December 10, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge your letter of December 8 to which was attached three copies of a claim filed with your office by Salem Sand and Gravel Company against E. L. Kennard on State Highway Contract No. 3756, your file No. 3368. The amount of the claim is $2,946.27.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 8, 1952

Mr. H. B. Glaisver, Secretary
Oregon State Highway Commssion
Salem, Oregon

Dear Sir:

We have received from E. L. Crawford, attorney, T. A. Livesley Building, Salem, Oregon and filed as of this date, a notice of claim by Salem Sand and Gravel Company, for materials furnished and work and labor performed in the sum of $2,946.27 against the bond taken from E. L. Kennard, principal and The Travellers Indemnity Company, surety, for the work of constructing the west approach to the Salem bridge, pursuant to the provisions of State Highway Contract 3756, our file No. 3368.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By Clerk
Filing Dept.

NF:K
Enc.

RECEIVED
1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

[illegible]

[illegible]

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 8478

December 9, 1952

Mr. R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Re: Contract No. 3756
West approaches to Salem bridges
Roadbed Embankment and Slope
Protection - E. L. Kennard

Dear Sir:

My client, E. L. Kennard, entered into the above contract and commenced work about August 1, 1952. The contract provided that the work should be completed not later than November 30, 1952. He opened up his source of material on a gravel bar in the Willamette River adjacent to the job, and proceeded to perform his contract until about September 30, when it became apparent that the State would not have sufficient right-of-way for him to continue in full operation. He changed his operation to smaller equipment and continued working until about October 13, when there being no right-of-way to continue, he completely closed down his operation.

A little over a week ago he was advised by the District Engineer that the right-of-way troubles with Berke had been settled and he could resume operations, and that the bridge contractor on the west end of the Central Street Bridge would have the old bridge approach out of the way so that he could complete his contract early in January.

I arranged for a conference with Mr. Walker, Mr. Paxton, Mr. Kennard and myself, and we met at the job site, when we discovered that your Right-of-way Section had, on September 3, entered into an agreement with Mr. Berke, allowing him until January 1 to remove the portion of his building from the right-of-way that was interfering with progress. Mr. Paxton further advised that it would be impossible for the old bridge approach to be removed for approximately three and a half months. We further discovered that right-of-way difficulties with the railway had not been settled.

All of these conditions are creating a considerable hardship to the contractor. His equipment is tied up and his bonding capacity is impaired until he is finaled out on this job. In addition to this, it may mean the necessity of opening a new source of material if he returns to the job in March or April, as now appears in all probability the earliest time that he can complete.

Although he has sustained a loss to date, which could have been picked up had he been able to complete by November 30, he is willing to agree with the Highway Commission to a termination of his contract and accept the compensation at the unit prices for work he has done to date. He has about fifteen days' work not yet estimated, and, of course, you are retaining his retain percentage.

Will you please submit this proposition to the Commission at your first opportunity and advise us of the decision. We believe that we are being more than fair in making this proposition and that the Commission should see the equity of our request for termination of the contract.

Respectfully,

John Lichty

JOHN LICHTY

JL/b

____

APPROVED

E. L. Kinnard

CONTRACTOR

Mrs Lewis

RECEIVED
DEC 16 1952
FOR FILING

11-[illegible] (2)

3756

December 8, 1952

Mr. E. L. Crawford
Attorney at Law
T. A. Livesley Building
Salem, Oregon

Dear Mr. Crawford:

We have your letter of December 5 to which was attached a carbon copy of a claim against E. L. Kennard, the original having been sent to the Secretary of State. This claim, in the sum of $2,946.27 against Mr. Kennard on State Highway Contract No. 3756, will be noted in our records and the surety will be advised that we have received the claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

E. L. CRAWFORD
ATTORNEY AT LAW
T. A. LIVESLEY BUILDING
SALEM, OREGON

December 5, 1952.

Mr. H. B. Glaisyer,
Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Pursuant to your letter of November 26 to Mr. Tom Hill of Salem Sand and Gravel Company, I have prepared their claim against E. L. Kennard for the construction of the west approaches to the Salem Bridges, State Highway Contract 3756. A copy of the claim is enclosed herewith and the original is today being forwarded to the Secretary of State.

We of course sincerely hope that arrangements can be made for the payment of the claim without our carrying the matter further and resorting to litigation.

Very truly yours,

E. L. Crawford

E. L. CRAWFORD

ELC dc
encls.

RECEIVED
STATE HIGHWAY COMMISSION

NOTED ON CARD

E. L. CRAWFORD
ATTORNEY AT LAW
T. A. LIVESLEY BUILDING
SALEM, OREGON

December 5, 1952.

To the State of Oregon,
and
Oregon State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned, Salem Sand and Gravel Company, a corporation existing under and by virtue of the laws of the State of Oregon, has a claim for materials furnished and work and labor performed, a statement of which is hereunto attached, in the sum of $2,946.27, against the bond taken from E. L. Kennard and The Travellers Indemnity Company, for the work of constructing the west approach to the Salem bridge, pursuant to the provisions of State Highway Contract 3756.

SALEM SAND AND GRAVEL COMPANY,

By E L Crawford
Atty

Phone
3
9
4
0
8

SALEM SAND AND GRAVEL COMPANY
SAND - GRAVEL - CEMENT - FILL DIRT - TOP SOIL - EXCAVATING - BULLDOZING
1405 North Front Street - - - - Salem, Oregon

December 4, 1952

E. L, Kennard
116 Marion Street
Salem, Oregon

5M 7-52

TERMS: NET CASH

Aug.		9344 yards fill dirt	@ .30	2803.20	
Sept.	4-5	17½ hours D4#5 cat	@ 7.50	131.25	
		1½ hours overtime	@ 1.21	1.82	
		Move charge		10.00	
					2946.27

INVOICE

RECEIVED
FOR FILING

U-[illegible] (2)

3756

December 5, 1952

Mr. R. P. Hosford
1204 Yeon Building
Portland 4, Oregon

Dear Sir:

This is in answer to your telephone inquiry of this date concerning our Invoice No. 25905 against Mr. E. L. Kennard, contractor on the west approach to the Marion Street Bridge, our Contract No. 3756.

Our Equipment Division who performed the work advises that the labor charge is correct. The welder, Mr. Kerby E. Johnson, worked one hour on August 20 and eight hours on August 21 at a rate of $1.62 per hour plus 50 per cent for overhead and supervision; the blacksmith, Mr. Keller Bewley, worked one hour on August 20 getting out the material at a rate of $1.77 per hour plus 50 per cent for overhead and supervision; and a welder's helper, Mr. Melvin Ebert, worked 3 1/2 hours on August 21 at a rate of $1.62 per hour plus 50 per cent for overhead and supervision. This makes a total of 13 1/2 hours labor at a total cost of $33.84.

They advise us that the hours charged for the welding machine and the truck are in error. They were charged for a total of 12 1/2 hours for each piece of equipment whereas the charge should have been only nine hours for each piece of equipment. We are preparing and will forward to Mr. Kennard a corrected bill for this item.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CAG:ma

cc S. H. Probert
E. L. Kennard
116 Marion St., Salem

RECEIVED
FOR FILING

R

Glaisyer
4-[illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 4, 1952

NOTED
H. B. GLAISYER

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Washington

The Travelers Indemnity Company
C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Re: State Highway Commission
Contract No. 3756
West approaches to Salem bridges
Salem-Dallas Highway
Contractor, E. L. Kennard

Gentlemen:

[illegible]

Mr. Cecil E. Parkhurst, 2288 Fairgrounds Road, Salem, and Mr. Paul D. Hesselgesser, 3195 Argyle Drive, Salem, have called at this office to advise that they and Mr. Fred F. Miller, 650 Taybin Road, Salem, Oregon provided services for Mr. E. L. Kennard in the performance of the contractor's work under the above contract, by furnishing dump trucks and hauling material, pursuant to an employment agreement with Mr. Kennard, on the basis of 23¢ per yard.

It appears that Mr. Kennard stopped work under this contract about the middle of October, and does not plan to resume operations until next year, and these three claimants have not been paid for services rendered under the contract for the period from October 1 through October 13, 1952, and I am advised that there is presently due and owing to these men the following sums:

Fred F. Miller	$ 256.92
Cecil E. Parkhurst	549.30 (including $18.00 owed from the month of September)
Paul D. Hesselgesser	132.05
	[illegible]

I understand that Mr. Kennard has advised Mr. Parkhurst and Mr. Hesselgesser that he does not have available the funds to pay these bills, and that he apparently expects these men to wait until he performs further work and receives further payment from the State before making payment. These men cannot afford to be so delayed in being paid for services that they have performed, and they should certainly not be required to suffer the consequences of such delay. There appears to be no question as to the correctness of their bills or the fact that they are due and payable.

As you know, the contract between Mr. Kennard and the State prescribes as follows:

> "It is a condition of the contract that the contractor shall promptly make payment for labor, material, supplies, and provisions, at such times as they become due and payable, to all persons supplying said contractor with labor, material, supplies or provisions for the prosecution of the work provided for in this contract, * * * " and further, that it is a condition of the bond that the principal or, upon his failure, the surety "shall promptly pay all laborers, mechanics, subcontractors and materialmen; and shall promptly make payment to all persons supplying to the contractor or contractors, or subcontractor or subcontractors labor or materials for the prosecution of the work provided in said contract * * * ".

In the absence of these claims themselves being contested, there appears to be no justification whatsoever for Mr. Kennard to refuse to promptly pay these bills which are now due, and if Mr. Kennard should fail or refuse to make such payment, the surety should immediately undertake to make payment, for otherwise the very purpose for having performance bonds on public contracts would be frustrated, and the very people who are supposed to be protected by the bond would suffer.

I have hesitated to suggest to these gentlemen that they secure private counsel and commence litigation to collect these bills, which they unquestionably have the right to do, for I am confident that Mr. Kennard and his surety can make some arrangements to meet these obligations promptly.

It is requested that you advise this office immediately of the action you intend to take concerning these three claims.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - E. L. Kennard
Windsor Hotel
Tillamook, Oregon

H. B. Glaisyer
C. H. Maison

FILED ON CARD
12-4-52 C

[illegible]
FOR FILING
4-33(6)

3756

query - Mrs Lewis

R

November 26, 1952

Mr. Tom Hill
Salem Sand & Gravel Company
1405 North Front Street
Salem, Oregon

Dear Tom:

Pursuant to your telephonic request of this day, I enclose for your information two copies of excerpts of Oregon Laws covering the filing of claims against public contracts. You will note that if the contracting agency is some State Department, the claim must be filed with the Secretary of State. I will appreciate it if you will send me a copy of any claim that you file in that office.

You mention the Salem Sand and Gravel Company has a claim against E. L. Kennard for construction of the west approaches to the Salem Bridges. This is State Highway Contract 3756. The bond furnished by Mr. Kennard in connection with this job was written by The Travelers Indemnity Company for whom C. A. Tomassene & Sons are agents with offices at 614 Wilcox Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

[illegible]

11-26-52, gl

Ten [illegible] ~
[illegible] [illegible] (
[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible]

17

Form E-1—10M—4-51

U-222([illegible])

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct - 18, 1952

Section [illegible]

Kind of work [illegible]

Highway Salem - Dallas

Section prefix 22-1025

Contractor E. L. [illegible]

Contract number [illegible]

Date of contract [illegible], 1952

Date of completion [illegible], 1952

Date work started ...., 19......

Estimated date of completion ...., 19......

Amount of contract $[illegible]

Per cent of time elapsed 70%

Estimated cost of completed project, exclusive of engineering $[illegible]

Per cent of contract completed, based on total contract price ....%

Engineering cost to date $1217.82, 2%

Date project was completed ...., 19......

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible] day [illegible], and
Since [illegible] has [illegible]
[illegible] from the project. [illegible]
he has applied for [illegible]
[illegible] Bridge [illegible].

NOTED
H. G. SMITH

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed [illegible]

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	[illegible]				
Miles partially completed					
Miles completed	0				
Total estimated quantities	[illegible]				
Estimated quantities moved or placed to date	[illegible]				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

1 Shovel - 3 [illegible]

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday			
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
1952
FOR FILING

August 20, 1952

Mr. E. L. Kennard
1152 Pioneer Street
Enumclaw, Washington

Dear Sir:

At some time on August 19, your bulldozer operator seriously damaged one of the steel foundation pilings which supports the traffic interchange structure in West Salem. The piling must be repaired and we are proceeding to do so with our own forces. We can not make a firm estimate of the cost of this repair work, but it will probably run in the neighborhood of $100. We will expect you to reimburse us for this cost.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

GSP:cb

cc G. S. Paxson
H. G. Smith
J. D. Walker
K. E. Bartel

NOTE TO MR. BARTEL:
I am attaching an extra copy of this letter to Mr. Kennard and would ask that you deliver it personally on the job.
G.S.P.

RECEIVED
AUG 21 1952
FOR FILING

3756

August 18, 1952

Mr. E. L. Kennard
1152 Pioneer Place
Enumclaw, Wash.

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3756, which was awarded to you on July 10, 1952 by the State Highway Commission, for roadbed embankment and slope protection on the west approaches to Salem Bridges on the Salem-Dallas Highway in Polk County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 21 1952
FOR FILING

U-322(2)

3756

August 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 15, 1952 on Contract No. 3756, West Approaches to Salem Bridges Section, in connection with Federal Aid Project No. U-322 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:gs

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Mr. E. L. Kennard
15[illegible] Pioneer Street
Enumclaw, Washington

Dear Mr. Kennard:

The State Highway Commission on July 9, 1952 awarded to you State Highway Contract No. 3[illegible]5[illegible] for construction of the West approaches to the Salem Bridges on the Dallas-Coast Highway in West Salem, Polk County. This award was based on your bid of $3[illegible] 816.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project U-322(2), West Approaches to the Salem Bridges, Salem-Dallas Highway, to E. L. Kennard, Enumclaw, Washington, low bidder in the amount of $57,816.00 at the July 10, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT

U-322(2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project U-322(2), West Approaches to Salem Bridges on the Salem-Dallas Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 5 1952
FOR FILING

June 5, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

The West Salem Bridge Approach Project, U-322 (2), for which bids are to be received in July, involves the construction of 65,000 yards of roadbed embankment. As the project includes no roadbed excavation, the materials for the embankment work must be borrowed.

No particular source or sources of materials are being specified for this "borrow," but it is probable that the contractor will elect to use gravel from the river bed or from gravel bars at the river's edge. In that event most or all of the excavation will be underwater excavation impractical of measurement in original position.

In view of this situation, we request authority to make payment for the borrow excavation and embankment construction at a price per cubic yard for "Embankment in Place," with pay quantities to be determined by cross-section measurement of the embankments constructed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

33-1601 The Dalles Traffic Signals. 1952

#3757

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 7, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3757	5-final	TROWBRIDGE & FLYNN ELEC. CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15239	R-73168	$ 1,854.40	8/6/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: to May 31, 1953

Completion Date: May 31, 1953

Date Accepted: June 25, 1953

Penalties: none

Claims: none

Remarks: Surety notified final to be paid on or after Aug. 7, 1953

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

A. A. Wicklander

NOTED ON CARD

RECEIVED
FOR FILING

33-1601

757

July 28, 1953

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco, California (4)

Gentlemen:

State highway contract No. 3757 for the Traffic Signal Project in The Dalles on the Columbia River Highway in Wasco County was completed by the contractor, Trowbridge & Flynn Electric Co., on May 31, 1953 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $1,854.40 will be released to the contractor on or after August 7, 1953. The total contract amount is $19,533.32, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
cc - Saint Paul-Mercury Indemnity Co.
Robinson, Potter & Shephard
U.S. National Bank Bldg
Medford, Oregon

NOTED ON CARD
7-28-53
m

RECEIVED
JUL 15 1953
FOR FILING

37-1611

[illegible]

July 13, 1953

Trowbridge & Flynn Electric Co.
214 West Main
Medford, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on June 25, 1953, had under discussion your request for an extension of time of 151 days, from December 31, 1952 to May 31, 1953, within which to complete your contract No. 3757 for The Dalles Traffic Signals on the Columbia River Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Robert Ellison,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
7-1[illegible]-53, gl

RECEIVED
JUL 953
FOR FILING

33-1601

3757

The Dalles
4309

July 7, 1953

Mr. Lee Swanson
City Manager
The Dalles, Oregon

Dear Sir:

The specifications for The Dalles traffic signal installation required the State to do all resurfacing of conduit trenches. If any of these trenches have not been properly resurfaced, the Highway Department will perform this work.

The Resident Engineer's report on The Dalles traffic signal installation shows that the contract installation was complete on June 4, 1953. All of the items shown in Mr. Sims' letter occurred before this date. That portion of the maintenance items concerned with straightening traffic signal heads properly belongs to the contractor and should have been performed by him since this condition is caused by faulty workmanship.

Traffic signal lamp failure is not caused by faulty workmanship on the part of the contractor. This item is a normal part of routine maintenance and should properly be considered as part of the City's responsibility for care and operation of the system.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. B. Crandall

LEG:jl lg

ASSIGNMENT

No. 4309
By [illegible]

Date: June 23, 1953

Description: **Letter of June 18 by Lee Swanson, City Manager of The Dalles, letter of June 15 from Trowbridge Electric Company attached. City Manager asks advice regarding correspondence from Trowbridge Electric Company.**

Acknowledged by _____ Referred to ___**Crandall**✓______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxx Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 6-25-53 me Report received ________

Remarks:

RIVER
SEAPORT
City
THE DALLES, OREGON

953

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Salem, Oregon

Sirs:

This correspondence to seek your advice on the attached communication from Trowbridge Electric Company in regards selected items originally billed to Dalles City, and then forwarded to Trowbridge from your office.

May I ask that we have an early expression from you regarding the propriety of these charges on a new installation such as ours?

Also I should like to call to your attention the fact that the alley cuts made by Trowbridge during the traffic signal installation settled from one to two inches during the past several months. I am wondering what your recommendation would be insofar as the repair of these paving cuts is concerned.

Thanking you in advance for any assistance you may be able to offer, I remain

Very truly yours,

Lee Swanson
Lee Swanson
City Manager

LS:pr

RECEIVED
JUN 2? 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. AL HEAD

RECEIVED
JUN 23 1953
TRAFFIC ENGINEER

Dalles City
LIVESTOCK
LUMBER
FISH
WHEAT
FRUIT
SEAPORT
THE DALLES, OREGON

June 18, 1953

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

State Highway Department
Salem, Oregon

Sirs:

This correspondence to seek your advice on the attached communication from Trowbridge Electric Company in regards selected items originally billed to Dalles City, and then forwarded to Trowbridge from your office.

May I ask that we have an early expression from you regarding the propriety of these charges on a new installation such as ours?

Also I should like to call to your attention the fact that the alley cuts made by Trowbridge during the traffic signal installation settled from one to two inches during the past several months. I am wondering what your recommendation would be insofar as the repair of these paving cuts is concerned.

Thanking you in advance for any assistance you may be able to offer, I remain

Very truly yours,

Lee Swanson

Lee Swanson
City Manager

LS:pr

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. A. HEAD

RECEIVED
JUN 23 1953
TRAFFIC ENGINEER

TROWBRIDGE
136 N. JACKSON ROSEBURG, ORE.
TELEPHONE 3-5521
Electric Company

June 15, 1953

RECEIVED
JUN 23 1953
TRAFFIC ENGINEER

City of The Dalles
City Hall
The Dalles, Oregon

Dear Sir:

Mr. C. L. Hire has forwarded to us numerous bills on the repairs and maintenance of the traffic signal system we recently installed in your city for the State Highway Department. Many of the charges are for repairs to the system necessary to place them in proper working condition; however, the following are standard maintenance calls and charges, and appear to the writer to be the City's responsibility:

Jan 10	Straighten signal light corner 3rd and Union, twisted by wind storm	$ 7.00
Mar 4	Signal head twisted by high wind, straightened, 3rd and Washington	2.25
Mar 6	Signal at 2nd and Laughlin, lamp burned out	4.25
Apr 8	Signals corner 2nd and Federal, reset sockets	4.25
Apr 14	Signals at 3rd and Washington and 3rd and Laughlin, replace lamps	9.10
Apr 20	Check, re-lamp, and restore to service Signal at 2nd and Laughlin after wind storm	15.80
Apr 29	Signal lamp out corner 3rd & Washington	7.30
May 5	Re-lamp signals at 2nd and Laughlin	4.85
May 6	Install new lamps in walk-wait signals at 2nd and Laughlin	2.60
May 21	Replace lamps in signals at 3rd and Union and Madison	9.10
May 28	Replace lamps in signals 2nd and Laughlin and 2nd and Madison	9.10
		$ 75.60

Please advise if you do not feel that this normal lamp failure and wind damage should be the city's responsibility and obligation.

Very truly yours,

TROWBRIDGE ELECTRIC CO.

Ray O. Sims

Ray O. Sims

ROS: mf

RECEIVED
JUN 23 1953
TRAFFIC ENGINEER

RECEIVED
JUN 18 1953
FOR FILING

33-1601
3757

The Dalles 1292

June 17, 1953

Mr. Lee Swanson
City Manager
City of The Dalles
The Dalles, Oregon

Dear Sir:

The Resident Engineer on The Dalles traffic signal project has informed us that the project is complete and that it has been accepted by the Highway Department. Upon acceptance of the project, it becomes the City's responsibility to maintain the traffic signal system. This is set forth in the State-City agreement which was executed by the City and the Oregon State Highway Department prior to the letting of the traffic signal contract. Although this agreement states that the maintenance of the traffic signal system is the sole responsibility of the City, it has been the practice of the Highway Department to render assistance on major items of maintenance.

I will arrange for a representative of the Traffic Engineering Division to call on you in the near future regarding the power service on Jefferson Street between Second and Third Streets.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LEG:jl me

cc Mr. F. B. Crandall

No. 4292
By [illegible]

Date: June 15, 1953 - **ASSIGNMENT**

Description: Letter of June 12 by Lee Swanson, City Manager of Dalles City, regarding traffic signal system in Dalles City (by Trow Bridge Electric Company of Roseburg) and billings in connection therewith and asking about future needed repair work

Acknowledged by _____ Referred to __ Crandall ______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 6-17-53 Report received ________

Remarks:

RIVER
LIVESTOCK
LUMBER
FISH
WHEAT
FRUIT
[illegible]
City
THE DALLES, OREGON

une 12, 1953

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
JUN 15 1953
TRAFFIC ENGINEER

traffic signal system in Dalles City by the Trow Bridge Electric Company of Roseburg, Oregon, and the 11th of June 1953, it has been necessary to call on the local electrical firm at frequent intervals for purposes of adjustment and restoring the signal system to service.

This local firm has then been billing Dalles City for such work accomplished, Dalles City in turn has been sending statements to the Highway Department, who in turn has been forwarding them to Trow Bridge Company. On June 11th last, the Trow Bridge Electric Company corresponded with Mr. Hire, asking that he perform no further work on his behalf as the job has been taken by the State.

In this connection, I am wondering what the present status of future needed repair work on the system shall be - it being felt locally that much to be desired in the installation. An example of this might be the signal relay switch contactor arms all eight of which have gone out at one time or another during the above described interim period. I am advised by Mr. Hire that these arms have proved far too light, and that further trouble is anticipated as a result.

NOTED
W. C. WILLIAMS

Also the meter for the two feeders, which is located on the utility pole at the intersection of the alley at Jefferson Street between 2nd and 3rd is so installed as to hang over into the alley way rather than being turned. By virtue of jutting into the alley way, the meter has been struck by the delivery trucks and damaged to a considerable extent.

These then are but a few of several local observation on this system, and are not being sent your way in the spirit of criticism, but rather that you might be fully informed in this subject matter of considerable importance to us here in Dalles City.

Thanking you for many courteous services rendered in the past
I remain

Very truly yours,
Lee Swanson
Lee Swanson,
City Manager

dmk

RECEIVED
JUN 15 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 15 1953
OREGON
STATE HIGHWAY COMMISSION

Dalles City
THE DALLES, OREGON

June 12, 1953

State Highway Department
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Sirs:

During the months that has elapsed [illegible] completion of the traffic signal system in Dalles City by the Trow Bridge Electric Company of Roseburg, Oregon, and the 11th of June 1953, it has been necessary to call on the local electrical firm at frequent intervals for purposes of adjustment and restoring the signal system to service.

[illegible] Dalles City [illegible] Dalles City for such work accomplished, [illegible] to the Highway Department, [illegible] Trow Bridge Electric [illegible] Trow Bridge Company. On June 11th [illegible] with Mr. [illegible], asking [illegible] has been taken

[illegible] present [illegible] of future [illegible]

[illegible]

[illegible]

[illegible]

RECEIVED
JUN 15 1953
TRAFFIC ENGINEER

NOTED
W. C. WILLIAMS

RECEIVED
JUN 15 1953
STATE HIGHWAY ENGINEER

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 1953
FOR FILING

33-1401

3757

May 2[illegible], 1953

Oregon State Highway Commission

Request for extension of time
No. 2
June 25-26 meeting.

Gentlemen:

Re: Traffic Signals at The Dalles
Contract 3757
Trowbridge & Flynn Electric
Company, Contractor

Trowbridge & Flynn Electric Company, contractor for the installation of the traffic signals at The Dalles, requests an extension of time from December 31, 1952 to and including May 31, 1953, in order to complete the work on this project.

The traffic signals were installed and completed by the completion date except for adjustments, replacement of defective parts, and the painting of traffic signal poles. The defective parts were those shipped to the contractor by the manufacturer, and it is not the fault of the general contractor that the material was not acceptable. The painting of the poles could not be done until suitable weather this spring.

In view of these circumstances it is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

RECEIVED
FOR FILING

August 13, 1952

Trowbridge & Flynn Electric Company
214 West Main
Medford, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3757, which was awarded to you on July 10, 1952 by the State Highway Commission, covering The Dalles Traffic Signals on the Columbia River Highway in Wasco County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

Recorded 8-13-52

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Trowbridge and Flynn Electric Company
314 West Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3757 for installation of The Dalles Traffic Signals at eight intersections in The Dalles on the Columbia River Highway in Wasco County. This award was based on your bid of $[illegible]9,5[illegible]0.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

RECEIVED
FOR FILING

April 30, 1952

C
O
P
Y For additional correspongence
See Traffic Dept. Files

Mr. Loyd Brady
City Manager
The Dalles, Oregon

Dear Sir:

This will acknowledge your letter of April 24, with which you enclosed draft of proposed agreement with Pacific Power and Light Company in the matter of joint use of poles for traffic signals to be installed on US30.

In accordance with the past practices with respect these State-City cooperative signal installations, the City has cared for any dealings involving Power Companies or other local interests who may become involved in the project. In conformity with this precendent we would wish the city to care for the necessary arrangements looking to common pole usage. Under this arrangement, such costs incurred by the Power Company in making the pole installation would be billed and paid for by the city in the first instance, and subsequently such amount as paid applied as a credit to the city's pro rata share of the total cost of the signal project.

With regard the extra strength poles, will you obtain from the Power Company and transmit to us detailed plan of the poles which they will install, plus the details on bases, anchor bolts, ect. We would like to have this information in order that we may check the adequacy of the pole and base foundations as will be used.

With regard the indemnificationof the Power Company with respect claims for loss, injury, damage, or expenses as may be claimed by reason of the signal attachments, I have discussed this particular point with our Legal Counsel and he informs me that insofar as the State is concerned it has no legal means or authority to indemnify the Power Company. I do not know how strongly the Power Company feels on this particular point; however, it would appear, if they do make issue and the city can not see fit to indemnify the company, about the only recourse would be to forego the common pole setup and install separate poles for the signals.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

FBC: sc

cc: Val Johnson

BFI-303(5) Nyberg, Sagert, Norwood & 1952
Stafford Road U'Xing Structs.
#3758 (Boones-Ferry Rd.)

RECEIVED
JUN 2 3 1954
FOR FILING

3758

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 21, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3758	12-final	Birkemeier & Saremal

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11618	R-96885	$ 15,123.85	6/18/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 31, 1953

Time Extensions: to April 30, 1954

Completion Date: April 23, 1954

Date Accepted: May 11, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-21-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 4
aaw

[illegible] ON CARD
6-22-54

RECEIVED
JUN 7 1954
FOR FILING

3758

June 7, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3758 for work performed on the Nyberg, Sagert, Norwood and Stafford Road Undercrossing Structures on the West Portland-Hubbard Highway in Washington County was completed by the contractor, Birkemeier & Karemal, on April 23 and was formally accepted by the Highway Commission on May 11, 1954.

Final payment in the amount of $15,123.85 will be released to the contractor on or after June 17, 1954. The total contract amount is $150,649.47 and no force account was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

NOTED ON CARD

RECEIVED

March 9, 1954

Birkemeier & Maremal
301 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 24, 1954, had under discussion your request for an extension of time from January 31 to April 30, 1954 within which to complete your contract No. 3758, for construction of the Nyberg, Tagert, Norwood and Stafford Road undercrossing structures on the West Portland-Hubbard Highway in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: [illegible] G. Skelton,
Division Engineer

Marshall Dresser,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

RECEIVED
FEB 15 1954
FOR FILING

February 10, 1954

Oregon State Highway Commission

Request for extension of time
No. 2
February 24 and 25 meeting.

Gentlemen:

Re: Nyberg, Sagert, Norwood and Stafford
Road Undercrossing Structures
Contract No. 3758

Birkemeier & Harwood, contractors for the construction of the Nyberg, Sagert, Norwood, and Stafford Road Undercrossing Structures on the Portland-Salem Expressway, have requested a second extension of time, from January 31, 1954, to April 30, 1954, in which to complete their contract.

All work on this contract was completed during July 1953 with the exception of the concrete slope pavement which had to be postponed until the approach embankments were placed at the bridge ends by the grading contractor. Since then, inclement weather has delayed the placing of this slope protection. There is no delay to the traveling public, and the State will incur no additional engineering expense.

It is recommended that this extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds

Attached

RECEIVED
FOR FILING

PF1-
3755

August 13, 1953

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 6, 1953, had under discussion your request for an extension of time from July 31, 1953 to January 31, 1954 within which to complete your contract No. 3758, for construction of the Nyberg, Sagert, Norwood and Stafford Road Sections Undercrossing Structures in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project withint the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. O. Skelton,
Division Engineer

Marshall Dresser,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
[illegible]

RECEIVED
JUL 28 1953
FOR FILING

PF1-

3758

July 28, 1953

Request for Extension of Time
No. 1
August 6 and 7 Meeting

State Highway Commission

Gentlemen:

Re. Nyberg, Tigard, Norwood and
Stafford County Road Undercrossings
Contract No. 3758

Birkemeier and [illegible], contractor for the four county road undercrossings on the Wilsonville-Tualatin Section of the West Portland-Hubbard Highway, request an extension of time from July 31, 1953, the contract completion date, to January 31, 1954 in which to complete all of the work on the project. The work on the project is now completed with the exception of placing the concrete slab riprap on the ends of the approach embankment. This embankment is being placed by the grading contractor and the riprap cannot be placed until the grading is complete.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:cb
cc H. D. Glaisyer
G. S. Paxson
R. H. Baldock
W. C. Williams

RECEIVED
AUG
FOR FILING

R41-

3758

August 4, 1952

Birkemeier & Saremal
301 Lewis Building
Portland 14, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3758, which was awarded to you on July 10, 1952 by the State Highway Commission, covering the Nyberg, Sagert, Norwood and Stafford Road Undercrossing Structures in Washington County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 15 1952
FOR FILING

July 14 1952

Birkemeier and Saromal
301 Lewis Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3[illegible]58 for construction of the Nyberg, Sagert, Norwood, and Stafford Road Undercrossing Structures on the West Portland-Hubbard Highway between Tualatin and Wilsonville in Washington County. This award was based on your bid of $[illegible]5.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regulat contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-303 (5)

3758

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-303(5), Boones Ferry Road-Willamette River (Structures) Section, West Portland-Hubbard Highway, to Birkemeier and Saremal, Portland, Oregon, low bidder in the amount of $153,925.00 at the July 10, 1952 bid opening.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
1952
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

July 9, 1952

NOTED
W. C. WILLIAMS

Copy with enclosures to Mr. Probert

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal, including special provisions, for Oregon BFI-303(5), Boones Ferry Road-Willamette River (Structures) Section of the West Portland-Hubbard Highway.

Very truly yours,

W H Lynch
W. H. LYNCH
Division Engineer

Encls.

RECEIVED
FOR FILING

OREGON DISTRICT (5)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 19, 1952

NOTED
W. C. WILLIAMS

Copy to [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm that your May 23, 1952 request for approval of individual project program change with respect to item 26, Project BFI-303(5), adding four structures north of the Willamette River to provide separations of county road crossings at approximate stations 240, 268, 350 and 418 where crossings at grade were originally planned and eliminating one grade separation structure southerly of the river, was approved June 10, 1952.

The item will now appear on the Bond Financed Federal Aid Primary Highway Program, as follows:

Item	26
County	Washington & Clackamas
Project No.	BFI-303(5)
FA Route	42
State Route	SH 51
Termini	Boones Ferry Road-Willamette River Sec. (Structures)
Estimated Cost:	
Total	$620,000
Federal	380,000
State	240,000
Length	0.087 mi.
Character of Work	2 twin bridges, 1 twin grade separation structure, 4 grade separation structures, 1 underpass S.P.R.R.

Program approval of this project is subject to the same conditions as outlined in the last paragraph of the Acting Commissioner's memo of July 24, 1951 approving the State's first supplemental cumulative bond issue program.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 30 1952
OREGON
STATE HIGHWAY COMMISSION

8-1440 Euchre Creek-Brookings Aerial 1952
Photography & Topographic Mapping
#3759 Project on the Ore. Coast Highway.

RECEIVED
FOR FILING
[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3759	7-final	DELANO AERIAL SURVEYS

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13688	B-71600	$ 5,184.05	7/22/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: to June 1, 1953 without penalty

Completion Date: June 1, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-24-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUL 24 [illegible]
a-a-Wiklander

NOTED ON CARD
7-24-53

RECEIVED
JUL 15 1953
FOR FILING

8-1140

3759

July 13, 1953

Delano Aerial Surveys
1536 S. W. 11th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on June 25, 1953, had under discussion your request for an extension of time of 122 days, from February 28 to June 30, 1953, within which to complete your contract No. 3759 for aerial Photography and topographic mapping on the Euchre Creek-Brookings Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request to June 1, 1953, the completion date of the contract, without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

Fred K. Klaboe,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
7-13-53

RECEIVED
JUL [illegible] 1953
FOR FILING

July 7, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3759 for aerial photography and topographic mapping on the Euchre Creek-Brookings Section of the Oregon Coast Highway in Curry County was completed by the contractor, Delano Aerial Surveys, on June 1, 1953 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $5,184.05 will be released to the contractor on or after July 17, 1953. The total contract amount is $19,186.18 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

[illegible] ON CARD

RECEIVED
JUN 24 1953
FOR FILING

[illegible]

3759

June 22, 1953

Request for Extension of Time
No. 7
June 25 and 26 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Delano Aerial Surveys for an extension of time on Contract No. 3759, Euchre Creek-Brookings, Aerial Photography and Topographic Mapping, from February 28, 1953 to June 30, 1953.

This is the first contract of this type awarded in the coastal area, and the time limit set up was too short for the amount of work required, considering the heavy terrain and weather conditions. The State has incurred no additional expense because of the overrun in time, and I recommend that the extension be granted to June 1, the actual completion date, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

WCW:me lg

Form E-1—10M—4-51

5-41

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT

For Week Ending June 6, 19 53

Section Euchre Creek - Brookings

Kind of work Aerial Survey

Highway Oregon Coast

Section prefix 8-1440-900

Contractor Delano Aerial Surveys

Contract number 3759

Date of contract July 10, 19 52

Date of completion Dec. 31, 19 52

Date work started July 20, 19 52

Estimated date of completion June 1, 19 53

Amount of contract $ 19,990.00

Per cent of time elapsed 100 + %

Estimated cost of completed project, exclusive of engineering $ 19,183.90

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 9093.17, 96 %

Date project was completed June 1, 19 53

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project now completed and semi-final has been forwarded.

A total of 93 sheets have been received either by this office or by the office of the Bureau of Public Roads. These have all been checked and found adequate.

The total area South of Gold Beach	16.571 sq. miles
The total area North of Gold Beach	7.442 sq. Miles
The total pay area	24.01 sq. Miles

NOTED
FORREST COOPER

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

Signed

Address Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING Aerial Survey
Miles in project					24.01 Sq. Mi
Miles partially completed					" " "
Miles completed					" " "
Total estimated quantities					" " "
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Rain		
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED
MAY 1953
FOR FILING

S-1492

[illegible]

May 27, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

It is the intention of the State Highway Commission to telease to Delano Aerial Surveys a portion of the funds heretofore retained by the Commission on contract No. 3759, for aerial photography and topographic mapping on the Oregon Coast Highway in Curry County.

This payment, in the amount of $4,922.75, reduces the percentage on item 3 from 50% to 20% or the sum of $3,373.03. The present payment will be released to the contractor on or after June 6, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

5-27-53 gl

RECEIVED
MAY [illegible] 1953
FOR FILING

May 18, 1953

Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland 14, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of May 11 asking us to do what we can to expedite the closing out of your contract for aerial survey and mapping on the Euchre Creek-Brookings Section of the Oregon Coast Highway.

Things are lined up now so that the last of the sheets to be corrected will be in your hands soon. Issuance of final voucher should follow your completion of corrections within three or four weeks.

The work has now reached a point where a release of a part of the retained percentage is in order. Accordingly, you will within a few days receive a voucher in which the retention on the mapping item is reduced from 50 per cent to 20 per cent. The resultant payment will be approximately $5,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

RECEIVED
[illegible] 1953
FOR FILING

January 13, 1953

Delano Aerial Surveys
1536 S. E. 11th Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 60 days, from December 31, 1952 to February 28, 1953, within which to complete your contract No. 3759 for aerial photography and topographic mapping on the Euchre Creek-Brookings Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

Fred K. Klaboe,
Resident Engineer

M. G. Smith,
Construction Engineer

RECEIVED
JAN 8 1952
FOR FILING

December 26, 1952

Request for extension of time
No. 21
January 6, 1953 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Delano Aerial Surveys for an extension of time on Contract No. 3759, Euchre Creek-Brookings Aerial Photography and Topographic Mapping, from December 31, 1952 to February 28, 1953.

This is the first contract of this type ever to be awarded by the Highway Commission, and it is now believed that insufficient time was allotted in which to take care of the large amount of detail required in plotting and drafting the data to be furnished by the contractor.

No apparent excess engineering costs will be incurred, nor will there be any loss or delay to the State because of the noncompletion of the contract. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS lg

RECEIVED
AUG 7 1952
FOR FILING
[illegible]

query
note & return

August 5, 1952

NOTED
QUERY

Mr. Leonard H. Delano
Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland 14, Oregon

Dear Mr. Delano:

Reference is made to your letter of July 31, 1952 regarding the acceptance of the provisions of the Oregon Workmen's Compensation Act in connection with the survey work that you are conducting for the State Highway Commission on the Oregon Coast Highway in Curry County.

I am sorry but we cannot relieve you from accepting the provisions of that Act. It is a strict requirement of all contractors engaged in work for this department. The insurance certificate that you forwarded for inspection will not suffice.

I have consulted with the State Industrial Accident Commission and find that you did reject the State insurance at one time when the rate was $25.00, but I was also told that the rate subsequently was reduced to $6.00 and that you have been so informed. I also asked the Industrial Accident Commission whether or not it would be possible under its rules and regulations for you to carry the State coverage in connection with this particular survey project, and they advised me in the affirmative. Your procedure then would be to withdraw your previous rejection of the provisions of the Act and to file an election for the coverage in connection with this job. You may cancel such coverage as soon as the job is completed. It is my understanding that the expense involved is only nominal.

Will you therefore take the necessary steps to provide the insurance coverage that the Highway Commission demands. Your early attention to the matter will be appreciated.

I return to you herewith your insurance certificate.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

AERIAL PHOTOGRAPHY, MAPPING, TIMBER TYPING, MOSAICS, ENGINEERING, DEVELOPMENTS

[redacted]

DELANO AERIAL SURVEYS
INCLUDING
BRUBAKER AERIAL SURVEYS
1536 S. E. 11TH AVE.
[redacted]
PORTLAND 14, OREGON

IN OPERATION WITH
LEONARD DELANO STUDIO
[redacted]
PHONE: EMPIRE 3139

July 31, 1952

[illegible]
[illegible]
[illegible]

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Your letter of July [illegible] [illegible] that under the terms of the [illegible] carried by the writer, the successful [illegible] the provisions of the Workmen's Compensation Act, is [illegible] and appreciated.

We are enclosing [illegible] Certificate of Insurance No. C-2010[illegible], which is our present coverage, for [illegible]. We were of the opinion that [illegible] all the provisions of the Workmen's Compensation Act.

It was [illegible] our aerial [illegible] crew was under classification [illegible]2 at [illegible] rate. [illegible], our aerial crew works in [illegible] states and we understand that the State Insurance does not cover [illegible] all of these.

We appreciate your attention to this matter and trust that your legal department will [illegible] this policy and advise us of their opinion at [illegible] earliest convenience.

Very truly yours,

DELANO AERIAL SURVEYS

Leonard H. Delano
Owner E.

enc

6 0

RECEIVED
AUG 1 1952

ANSWERED
H. B. GLAISYER

"PICTURING THE NORTHWEST"

6^{00}
0^{26}

~~[illegible]~~

elective operation
non-hazardous
they filed registration
withdraw register and file ~~[illegible]~~ election for photography

they can ~~[illegible]~~ cancel when job done

RECEIVED
Aug [illegible]
FOR FILING

8 [illegible]

759

August 4, 1952

Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3759, which was awarded to you on July 10, 1952 by the State Highway Commission, covering Aerial Photography and Topographic Mapping on the Euchre Creek-Brookings Section of the Oregon Coast Highway in Curry County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Delano Aerial Surveys
1536 S. E. 11th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10, 1952 awarded to you State Highway Contract No. 3759 for the Euchre Creek-Brookings Aerial Photography and Topographic Mapping Project on the Oregon Coast Highway in Curry County. This award was based on your bid of $19,990.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franswa

S-128(1) Pocahontas-Baker Sec., Baker- 1952
Pine Cr.-Wingville Co. Rd.
#3760

RECEIVED
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 22, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3760	8-final	Kenneth C. Dack

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20732	R-78866	$ 3,659.52	Oct. 21, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

O. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: June 30, 1953

Time Extensions: **Extended to Aug. 8, 1953 without penalty**

Completion Date: Aug. 8, 1953

Date Accepted: Sep. 24, 1953

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **10-22-53**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

O. A. Wicklander

NOTED ON CARD
[illegible]

RECEIVED
OCT 16 1953
FOR FILING

5-128(1)

37[illegible]

October 14, 1953

Mr. Kenneth C. Dack
Milton-Freewater
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from June 30 to August 15, 1953 within which to complete your contract No. 3760, for grading and surfacing on the Pocahontas-Baker Section of the Baker-Pine Creek-Wingville Road in Baker County.

I am pleased to inform you that the Highway Commission granted your request to August 8, 1953, the completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

BY

Floyd Query, Assistant Secretary

gl

cc: A. F. Parson,
Division Engineer

Kevin Laughlin,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
OCT [illegible] 1953
FOR FILING

S-128(1)

[illegible]

October 6, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor Mills Tower
San Francisco 4, California

Gentlemen:

State highway contract No. 3760 for work performed on the Pocahontas-Baker Section of the Baker-Pine Creek-Wingville Road in Baker County was completed by the contractor, Kenneth C. Dack, on August 8, 1953 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $3,659.52 will be released to the contractor on or after October 16, 1953. The total contract amount is $121,501.70, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

R. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn

cc - Glens Falls Indemnity Company
Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

10-6-53 rn

RECEIVED
FOR FILING

C-1376(1)
3760

September 16, 1953

Request for extension of time
No. 9
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Kenneth C. Dack for an extension of time on the Pocahontas-Baker Section, Contract No. 3760, from June 30, 1953 to August 6, 1953.

Mr. Dack subcontracted the crushing of surfacing rock and oil aggregate to H. J. Miller, but Mr. Miller failed to perform the necessary work and Mr. Dack was required to secure another crushing contractor to produce the materials. The grading work was completed in ample time to permit the placing of the surfacing had the crushed materials been available.

It is our belief that the contractor did everything possible to complete the project on time, and I recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

HGS 1g

RECEIVED
SEP 15 1953
FOR FILING

S-128(1)

3760

September 11, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Pocahontas-Baker Contract No. 3760, Oregon S-128(1), from June 30, 1953 to August 8, 1953 to Kenneth C. Dack, contractor.

Mr. Dack subcontracted the crushing of surfacing rock and oil aggregate to H. J. Miller but Mr. Miller failed to perform the necessary work and Mr. Dack was required to secure another crushing contractor to produce the materials. The grading work was completed in ample time to permit the placing of the surfacing had the crushed materials been available.

It is our belief that the contractor did everything possible to complete the project on time and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 10, 1953

SUBJECT:

NOTED
Harold C. Ayers

NOTED
J. W. [illegible]

NOTED
J. F. HAGEMANN

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Attached is a letter of acceptance from Mr. Lloyd Rea, County Judge, Baker County, for the Pocahantas-Baker Section of the Baker-Pine Creek-Wingville Road.

Very truly yours,

E. G. Bickmore

E. G. Bickmore
Assistant Division Engineer

EGB/pc

RECEIVED
53

RECEIVED
11
CONT[illegible]

FORREST L. HUBBARD, Circuit Judge
GEORGE P. NEWTON, Dist. Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
UNNAR STEVENS, Assessor Protem
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRU[illegible] SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

September 4, 1953

NOTED
S. D. [illegible]

Mr. Earl Bickmore
c/o State Highway Department
La Grande, Oregon

Dear Sir:

This is to advise you that Baker County has assumed the maintenance and jurisdiction over the Pocahontas-Baker section of the Baker-Pine Creek-Wingville Road, as the maintenance agreement between the State Highway Commission and Baker County was completed August 8, 1953.

Yours very truly,

Lloyd Rea
LLOYD REA,
COUNTY JUDGE
BAKER COUNTY, OREGON

RECEIVED
[illegible] 8 1953
[illegible]

FORM E-129 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

August 27, 1953

NOTED
J. F. HA[illegible]

RECEIVED
[illegible] 1953
ENGINEER
[illegible]

Mr. Lloyd Rea, County Judge
Baker County
Baker, Oregon

Dear Sir:

This will acknowledge your letter of August 14, addressed to Mr. L. L. Spaulding, Chief Weighmaster, requesting assistance from our weighmasters in weighing log trucks operating over a recently completed FAS project on a county road known locally as the Pocahontas Road, lying north and west of Baker.

As you may have been informed by the County Clerk, I attempted to see you when in Baker last week to discuss this matter; however, I found that you were on vacation in the Salem area.

As this road has been described to be by Mr. Cattrall, our County and City Relations Engineer, the use of the road by logging trucks presumably for mills in Baker, would not cause them to miss the weighmaster on US 30, since we do not have a truck scale north of Baker on 30. The only manner in which we could accomplish the weighing of trucks north of Baker would be by means of portable loadometers and these could be set up at any point between Baker and Haines, where there might be a suitable location for weighing without hazard to other traffic.

Although our weighmasters do have authority to weigh on any public road and cite for violations committed in their presence, as a matter of policy, we have not undertaken weighing on county roads unless the haul involves the use of county roads and State highways as well. I am sure you will realize that it would take a force considerably larger than the 65 men now employed in control of weights on 7,300 miles of State highways to adequately police county roads subjected to log haul.

The counties do have the same authority with respect to the control of loads in excess of the statutory limits as to both size and weight as the State has over State highways. May I suggest, therefore, that you have the loads checked from time to time by deputized county employees and possibly also by the State Police to see that the loads are complying with the statutory limits as to size. If they are not, citations might be issued for overwidth, overheight, or overlength and if this sort of a check indicates that the loads are unusually large, our weighmasters in the Baker area might render brief occasional assistance in weighing a few loads.

If there is good reason to believe, as a result of such a check, that the loads are overweight, please feel free to call upon Mr. V. F. Busch, our Weighmaster Supervisor for the Eastern Oregon area, whose address is Box 392, LaGrande, telephone - 9452, who, together with another weighmaster from the LaGrande or Baker area would do the weighing, provided that the county officer could accompany the crew for the purpose of issuing citations where violations are encountered.

On a slightly different subject, I discussed with Mr. Newton, your District Attorney, while in Baker, the subject of contract forest roads and authority of the counties to negotiate contracts for the use of county roads by log haulers under authority of Chapter 566, Oregon Laws 1951, as amended by Chapter 370, Laws of 1953. I indicated to Mr. Newton that I would ask Mr. Cattrall to contact you, since I believe he is somewhat familiar with forest road contracts entered into by other county courts. Upon my return to the office this week, I discussed the matter with Mr. Cattrall, who advised me that he expected to see you in approximately 3 weeks at a district meeting and would discuss the matter with you then.

Very truly yours,

R. B. Sipprell
Director of Permits

RBS:cw
cc - W. W. Stiffler
J. W. Cattrall
L. L. Spaulding (2)

RECEIVED
AUG 25 1953
FOR FILING

3-11F(1)

August 25, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Kenneth C. Dack in connection with contract No. 3760, for grading and surfacing on the Pocahontas-Baker Section of the Baker-Pine Creek-Wingville Road in Baker County.

This payment, in the amount of $16,931.16, will be released to the contractor on or after September 4, 1953. The retained percentage is $3,644.60.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
8-25-53

NOTED
Harold C. Ayers

August 21, 1953

J. W. CATTRALL

Baker County Court
Court House
Baker, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that Contract No. 3760 for the Pocahontas-Baker Section of Baker-Pine Creek-Wingville Road, FAS 506, in Baker County was completed on August 8, 1953.

Under the terms of the maintenance agreement signed by the County on June 28, 1952, and the Highway Commission on July 3, 1952, the County now assumes maintenance of and continues jurisdiction over the above project as of the date of completion, August 8, 1953.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:MM

RECEIVED
AUG 20 1953
FOR FILING

S-128(1)

3760

August 19, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 8, 1953 on Contract No. 3760, Pocahontas-Baker Section, in connection with Federal Aid Project No. S-128 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1

S-125(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT

For Week Ending August 14, 1953

Section Pocahontas--Baker

Kind of work Grading and Oil Mat Surfacing

Highway Baker--Pine Creek--Wingville Road

Section prefix 201-1021

Contractor K. C. Dack

Contract number 3760

Date of contract July 11, 1952, 19

Date of completion June 30, 1953, 19

Date work started August 6, 1952, 19

Estimated date of completion August 15, 1953, 19

Amount of contract $ 128,563.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 121,486.78

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 9,894.00, 96.2 %

Date project was completed August 8, 1953, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished oiling last Saturday--August 8, 1953

County is brooming oiled surface this week.

Shoulders are all trimmed and rolled and I believe the contractors have done a fair job on this contract.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED
CONSTRUCTION ENGINEER

Signed Kem Laughlin

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.17	6.17		6.17	
Miles partially completed					
Miles completed	6.17	6.17		6.17	
Total estimated quantities	53,000	39,000		474 Tons Oil 4,600 c.y. Aggr.	
Estimated quantities moved or placed to date	44,296.4	37,354		457.17 Tons Oil 4,420 c.y. Aggr.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday			

STATE PRINTING

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.17	6.17		6.17	
Miles partially completed					
Miles completed	6.17	6.17		6.17	
Total estimated quantities	53,000	39,000		474 Tons Oil 4,600 c.y. Aggr.	
Estimated quantities moved or placed to date	44,295.4	37,354		457.17 Tons Oil 4,420 c.y. Aggr.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday			

STATE PRINTING

FOR FILING

FORM E-30 25M

S-128(1)

3760

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 21, 1953

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between K. C. Dack Construction Company and Arthur Simonsen, covering the furnishing of materials in Items 18, 21, and 23 on the Pocahantas-Baker Project Contract No. 3760 Oregon S-128(1), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js
cc W. C. Williams
C. G. Polk - 2

RECEIVED
FOR FILING
[illegible]
3760

K. C. DACK CONSTRUCTION CO.
P. O. Box 0134
Milton-Freewater, Oregon

C
O
P
Y

March 7, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Dear Sir:

We would be very happy to have settlement of Contract No. 3712 accomplished by adjusting the account by deducting the $2,203.70 from the next payment due in connection with the Pocahontas-Baker Project, Contract No. 3760.

Very truly yours

K. C. Dack Construction Co.

By /s/ Kenneth C. Dack

KCD/fl

Original of this
letter in Mr Probert's office

R

RECEIVED
FOR FILING
FORM E-30X 25M 4-52 [illegible]

S-128(1)

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 26, 1952

SUBJECT:

To:

Mr. E. F. Chidsey
Division Engineer
State Highway Dept.
La Grande, Oregon

W. C. WILLIAMS

Dear Sir:

A subcontract between K. C. Dack Construction Company and Henry J. Miller, covering Items 18, 21 and 23 of the Pocahontas - Baker Contract No. 3760, Ore. S-128 (1), is approved.

It is understood that Items 21 and 23 cover only the producing of the gravel and binder course and the mineral aggregate.

Three copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams ✓
C. G. Polk (2)

~~Form~~ PR 2 (Revised 1944)

104

State Oregon

Federal Aid Secondary Project No. S-128(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of November, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of May, 1952, a program, which was approved on the 19th day of May, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of June, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eighty-seven thousand and 00/100 dollars ($ 87,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920;** (Include date and citation of

Chapter 529, Laws 1939.

act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 0+17 in the W 1/2, Section 8, T-9-S, R-40-E, W.M.**

and survey station 323+00 in the NW 1/4, Section 4, T-9-S, R-39-E, W.M.,

without exception,

, length **6.167** miles, in **Baker** County,

being **Oregon Federal Aid / Secondary** project No. **S-128(1)**, consisting of **6.167** miles of

roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible] in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eighty-seven thousand and 00/100 dollars ($87,000.00), which does not exceed the authorized Federal pro rata share of one hundred forty-one thousand, four hundred nineteen and 30/100 dollars ($141,419.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws of 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED NOV 10 1932

OR NOV 14

Oregon State Highway Department

Federal Aid Secondary
Project No. S-128 (1)

POCAHONTAS-BAKER SECTION OF THE
BAKER-PINE CREEK-WINGVILLE ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 18, 1952

Type Code 5231
Roadway (Sta. 0+17 to 323+00)

All Required		Clearing and Grubbing		$ 2,500.00
140	cu. yds.	Structural Excavation, Unclassified	$ 2.50	350.00
190	cu. yds.	Trench Excavation, Unclassified	2.50	475.00
53,000	cu. yds.	Embankment in Place	0.35	18,550.00
73,000	yd. mi.	Truck Haul on Embankment	0.20	14,600.00
6.17	mile	Finishing Roadbed & Slopes	450.00	2,776.50
20	lin. ft.	12-inch Corrugated Metal Pipe	3.50	70.00
4	lin. ft.	15-inch Corrugated Metal Pipe	5.50	22.00
10	lin. ft.	18-inch Corrugated Metal Pipe	6.00	60.00
100	lin. ft.	24-inch Corrugated Metal Pipe	6.50	650.00
12	lin. ft.	30-inch Corrugated Metal Pipe	8.00	96.00
14	lin. ft.	36-inch Corrugated Metal Pipe	12.50	175.00
50	lin. ft.	12-inch Concrete Pipe	2.50	125.00
290	lin. ft.	18-inch Concrete Pipe	4.00	1,160.00
20	lin. ft.	24-inch Concrete Pipe	6.50	130.00
80	lin. ft.	Salvaging Culvert Pipe	3.00	240.00
32,000	cu. yds.	Pit Run Gravel in Base	0.90	28,800.00
7,000	cu. yds.	3/4" - 0 Gravel in Base and Shoulders	3.00	21,000.00
250	M-gals.	Sprinkling	2.75	687.50
6.17	miles	Preparation of Base	200.00	1,234.00
700	cu. yds.	3/4" - 0 Gravel in Binder Course	3.35	2,345.00
120	tons	RC-2 Asphalt in Binder Course	42.00	5,040.00
3,900	cu. yds.	Furnishing and Placing Aggregates	3.35	13,065.00
270	tons	Furnishing and Placing 150-200 Asphalt	40.00	10,800.00
84	tons	Furnishing and Placing RS-1 Emulsified Asphalt	43.00	3,612.00
		Subtotal		$128,563.00
		10% Engr. & Cont.		12,856.30
		Total		$141,419.30

Length of Roadway 6.167 miles
Cost per Mile $22,931.61

Federal Secondary Funds..	$ 87,000.00
State Funds..	54,419.30
	$141,419.30

State Funds for Constr: Chapter 175, laws 1917; chapter 31, laws 1920; chapter 529, laws 1939.

State Funds for Maint: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-128 (1)

POCAHONTAS-BAKER SECTION OF THE BAKER-PINE CREEK-WINGVILLE ROAD IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 20, 1952

Type Code 5231
Roadway (Sta. 0+17 to 323+00)

All Required		Clearing and Grubbing		$ 2,000.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
190	cu. yds.	Trench Excavation, Unclassified	3.00	570.00
53,000	cu. yds.	Embankment in Place	0.50	26,500.00
73,000	yd. mi.	Truck Haul on Embankment	0.20	14,600.00
6.17	miles	Finishing Roadbed and Slopes	400.00	2,468.00
20	lin. ft.	12-inch Corrugated Metal Pipe	4.00	80.00
4	lin. ft.	15-inch Corrugated Metal Pipe	6.00	24.00
10	lin. ft.	18-inch Corrugated Metal Pipe	6.00	60.00
100	lin. ft.	24-inch Corrugated Metal Pipe	6.50	650.00
12	lin. ft.	30-inch Corrugated Metal Pipe	8.00	96.00
14	lin. ft.	36-inch Corrugated Metal Pipe	14.00	196.00
50	lin. ft.	12-inch Concrete Pipe	2.50	125.00
290	lin. ft.	18-inch Concrete Pipe	3.50	1,015.00
20	lin. ft.	24-inch Concrete Pipe	5.00	100.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
32,000	cu. yds.	Pit Run Gravel in Base	1.00	32,000.00
7,000	cu. yds.	3/4" - 0 Gravel in Base and Shoulders	3.00	21,000.00
250	M-gal.	Sprinkling	3.00	750.00
6.17	miles	Preparation of Base	200.00	1,234.00
700	cu. yds.	3/4" - 0 Gravel in Binder Course	4.00	2,800.00
120	tons	MC-2 Asphalt in Binder Course	47.00	5,640.00
3,900	cu. yds.	Furnishing and Placing Aggregates	4.25	16,575.00
270	tons	Furnishing and Placing 150-200 Asphalt	45.00	12,150.00
84	tons	Furnishing and Placing RS-1 Emulsified Asphalt	48.00	4,032.00
			Subtotal	$145,245.00
			10% Engr. & Cont.	14,524.50
			Total	$159,769.50

Length of Roadway	6.167 miles
Cost per mile	$25,907.17

Federal Secondary Funds -	$ 90,000.00
State Funds -	69,769.50
	$159,769.50

Oregon State Highway Department

Federal Aid Secondary
Project No. S-128 (1)

POCAHONTAS-BAKER SECTION OF THE
BAKER-PINE CREEK-WINGVILLE ROAD IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 20, 1952

Type Code 5231
Roadway (Sta. 0/17 to 323/00)

All Required		Clearing and Grubbing		$ 2,000.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
190	cu. yds.	Trench Excavation, Unclassified	3.00	570.00
53,000	cu. yds.	Embankment in Place	0.50	26,500.00
73,000	yd. mi.	Truck Haul on Embankment	0.20	14,600.00
6.17	miles	Finishing Roadbed and Slopes	400.00	~~2,648.00~~ 2468.00
20	lin. ft.	12-inch Corrugated Metal Pipe	4.00	80.00
4	lin. ft.	15-inch Corrugated Metal Pipe	6.00	24.00
10	lin. ft.	18-inch Corrugated Metal Pipe	6.00	60.00
100	lin. ft.	24-inch Corrugated Metal Pipe	6.50	650.00
12	lin. ft.	30-inch Corrugated Metal Pipe	8.00	96.00
14	lin. ft.	36-inch Corrugated Metal Pipe	14.00	196.00
50	lin. ft.	12-inch Concrete Pipe	2.50	125.00
290	lin. ft.	18-inch Concrete Pipe	3.50	1,015.00
20	lin. ft.	24-inch Concrete Pipe	5.00	100.00
80	lin. ft.	Salvaging Culvert Pipe	2.00	160.00
32,000	cu. yds.	Pit Run Gravel in Base	1.00	32,000.00
7,000	cu. yds.	3/4" - 0 Gravel in Base and Shoulders	3.00	21,000.00
250	M-gal.	Sprinkling	3.00	750.00
6.17	miles	Preparation of Base	200.00	1,234.00
700	cu. yds.	3/4" - 0 Gravel in Binder Course	4.00	2,800.00
120	tons	MC-2 Asphalt in ~~Base~~ Binder Course	47.00	5,640.00
3,900	cu. yds.	Furnishing and Placing Aggregates	4.25	16,575.00
270	tons	Furnishing and Placing 150-200 Asphalt	45.00	12,150.00
84	tons	Furnishing and Placing RS-1 Emulsified Asphalt	48.00	4,032.00
			Subtotal	$145,245.00
			10% Engr. & Cont.	14,524.50
			Total	~~$159,967.50~~ 159769.50

Length of Roadway	6.167 miles
Cost per mile	~~$25,939.27~~ 25907.17

Federal Secondary Funds	$ 90,000.00	
State Funds	~~69,967.50~~	69769^{50}
	~~$159,967.50~~ 159769^{50}	

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1952

SUBJECT:

To:
Mr. E. F. Chidsey
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Please be advised that the subcontract between K. C. Dack Construction Company and the Russell Olson Construction Company, covering Items 19 to 25 inclusive, on the Pocahontas - Baker Contract No. 3760, Ore. 8-128 (1), is approved, and you may so inform the interested parties.

It is to be noted that the subcontract price of $1.60 per yard on Items 21 and 23 covers only the loading, hauling and placing of materials.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
Kevin Laughlin
C. G. Polk (2)

RECEIVED
[illegible]
FOR FILING

August 13, 1952

Mr. Kenneth C. Dack
Milton-Freewater,
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3760, which was awarded to you on July 11, 1952 by the State Highway Commission, covering Grading and Oil Mat Surfacing on the Pocahontas-Baker Section of the Baker-Pine Creek-Wingville Road in Baker County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-13-52

RECEIVED
[illegible]
FOR FILING

[illegible]

[illegible]

August 8, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 6, 1952 on Contract No. 3760, Pocahontas-Baker Section, in connection with Federal Aid Project No. S-128 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/sc

RECEIVED
JUL
FOR FILING

S-128 (1)

2160

S 128 (1)

July 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

With reference to Project S-128 (1), Pocahontas-Baker Section, this letter is to advise that the State will arrange to outline the 22° curves on this project with sight posts and place scotch light on the posts to improve nighttime visibility.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:mo

cc Mr. S. H. Probert
Mr. H. G. Smith

NOTED
W. W. STIFFLER

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 9, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Division Engineer's approval of the P. S. and E. for Project S-128(1), Pocahontas-Baker Section, was made subject to the condition that the State will give consideration to outlining the 22° curves with sight posts and that this work be done during construction, if the suggestion is found feasible.

May we have your reaction to this suggestion.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

NOTED
W. W. SIFFLER

RECEIVED
52
FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S-[illegible]
[illegible]

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The route sketch map dated May 1952 for Oregon FAS-128, Pocahontas-Wingville Loop road on approved FAS-506 in Baker County is approved today subject to the condition that the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JUN 25 1952
FOR FILING

[illegible]

June 24, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Please refer to your letter of June 19 having reference to Project 128, Pocahontas-Wingville Loop Road on FAS 506 in Baker County. It is true that four right-angle turns are retained on the present alignment of this project and on three of the turns we have used 22° curves and the other one a 17° curve. This was done for the specific purpose of trying to retain all of the existing roadbed possible. The existing roadbed has been pretty well stabilized and for many years has had an adequate rock base, and our plans for the project were merely to add a sufficient amount of thickness to the present rock base to support an oil surfacing.

This should in no sense of the word be considered as a high-speed road, as it is actually a dead-end road, merely making a loop around from Baker to a connection with US30 some four miles northerly. The traffic thereon is entirely agricultural from the farming area the road traverses. It is a true farm-to-market road, and I am certain that the intent of the road act in connection with farm-to-market roads is to construct a stable and useful road with the most economy commensurate with good judgement.

We had an allocation of $150,000 for the improvement of this section and the present estimate of cost is $163,000, so that we have already exceeded moneys available. However, regardless of any excess of project authorization, we are of the opinion that for a farm-to-market road of this type the present plans are adequate, and we respectfully request your concurrence therein.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:ms
cc Mr. H. G. Smith
Mr. S. H. Probert

RECEIVED
JUN 25 1952
FOR FILING

R-128(1)

[illegible]

[illegible]

June 24, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Please refer to your letter of June 19 having reference to Project 128, Pocahontas-Wingville Loop Road on FAS 506 in Baker County. It is true that four right-angle turns are retained on the present alignment of this project and on three of the turns we have used 22° curves and the other one a 17° curve. This was done for the specific purpose of trying to retain all of the existing roadbed possible. The existing roadbed has been pretty well stabilized and for many years has had an adequate rock base, and our plans for the project were merely to add a sufficient amount of thickness to the present rock base to support an oil surfacing.

This should in no sense of the word be considered as a high-speed road, as it is actually a dead-end road, merely making a loop around from Baker to a connection with US30 some four miles northerly. The traffic thereon is entirely agricultural from the farming area the road traverses. It is a true farm-to-market road, and I am certain that the intent of the road act in connection with farm-to-market roads is to construct a stable and useful road with the most economy commensurate with good judgement.

We had an allocation of $150,000 for the improvement of this section and the present estimate of cost is $163,000, so that we have already exceeded moneys available. However, regardless of any excess of project authorization, we are of the opinion that for a farm-to-market road of this type the present plans are adequate, and we respectfully request your concurrence therein.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. S. H. Probert

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Mr. Polk's letter concerning Project 128, Pocahontas-Wingville Loop Road on FAS 506 in Baker County.

In accordance with your and Mr. Baldock's very definite and positive instructions, I changed the location from that proposed by the Division, which would have been approximately Polk's ideas, to the present location which follows the existing road. The alignment includes three 22-degree curves and one 17-degree curve, but in spite of this, the project overran the authorization by $13,000, and I estimate the revisions would increase the cost by at least $10,000 more and would undoubtedly cost some additional maintenance, as the present roadbed has been stabilized by repeated layers of gravel throughout many years. Any new road built through soil subject to bad frost action might take several years to stabilize.

In addition, one or two of the property owners were very much opposed to selling any right of way, as they considered the present road to be entirely adequate. As I remember, the flattening of one of the curves would involve a well, together with irrigation structures, so that the additional right of way would have been somewhat expensive.

I do not consider this to be in any sense a through road, and I do not believe that it has the importance it did 30 years ago. During my inspection of the location I drove around the entire area, and I believe our other connection from the highway to Wingville must have eliminated considerable traffic from the Pocahontas road.

Inasmuch as we are concentrating our construction program toward surfacing, I do not believe that the expenditure of another $10,000 or $15,000 on this road would be justified. If the County were improving it themselves, they would certainly oil the existing road, and I feel that this design is in conformity with the ideas Mr. Baldock apparently brings back from Washington, that we must obtain more mileage from the federal money. Certainly you cannot gain more mileage from the federal money without reducing the standards and endeavoring to use the alignment we already have.

Very truly yours,

HG Smith

H. G. Smith
Construction Engineer

HGS:AR

B

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 19, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Copy to
Mr. [illegible]

Dear Sir:

Reference is made to the project sketch map recently submitted for Project 128, Pocahontas-Wingville Loop Road on FAS Route 506 in Baker County.

We note that some right angle turns on section lines are to be retained in the proposed construction alignment. Even though the project is a county road and will serve principally local traffic, we believe that the standards for this type of road should be adhered to unless the cost of right of way is prohibitive. The proposed improvement of this road will no doubt speed up the traffic and right angle turns would be very hazardous. The present A.D.T. of 375 with the 1965 level of 515 would indicate that the road is of considerable importance. We are not proposing diagonals except possibly at the first two right angle jogs west of Baker where their use would involve very little, if any, disruption of improvements. At other locations our suggestion would be to ease the turns off, say with 10° curves.

As you know, we have in the past consistently advocated minimum improvements for low traffic projects. In this instance there is, in our opinion, sufficient traffic to justify the suggested changes.

May we have your comments at your earliest convenience?

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
JUN 20 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

RECEIVED
FOR FI[illegible]

OREGON DISTRICT

S 128(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 19, 1952

Copy to [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTES
W. C. WILLIAMS

Dear Sir:

Reference is made to your June 16 letter relative Project S-128(1), Pocahontas-Baker County Road requesting approval of the plan to pay for borrow excavation at a unit price per cubic yard for "Embankment in Place."

The proposed basis of payment is satisfactory to this office on the condition that quantities be determined by cross-section measurement of the embankment without allowance for settlement, shrinkage or quantities outside the cross-section lines.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 20 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 1 [illegible]
FOR FILING

#

June 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In connection with the Pocahontas-Baker Project, S-128 (1), we desire permission to pay for excavation and embankment construction at a price for "Embankment in Place," the pay quantity to be the number of cubic yards of embankment constructed as determined by cross-section measurement of the completed embankments.

The project involves 53,000 yards of embankment, of which 47,600 yards are to be of "borrow" materials. The borrow materials are to come from two sources, one of which is in a stream bed and the other of which is in an area of high water table. In both sources, major portions of the excavations will be under water and therefore not susceptible of accurate measurement.

The sources referred to are to be used, also, as sources for gravel base materials, so the taking of the materials for embankment construction will effect considerable saving in overburden removal expense. Also, the materials available from these particular sources are of gravel nature and will add needed stability in the roadbed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Mr. Kenneth C. Dack
P. O. Box 0134
Milton-Freewater, Oregon

Dear Mr. Dack:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3760 for grading and oil mat surfacing the Pocahontas-Baker Section of the Baker-Pine Creek-Wingville County Road west from Baker in Baker County. This award was based on your bid of $[illegible]8,5[illegible]3.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

2-1[illegible]

276[illegible]

July 11, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-128(1), Pocahontas-Baker Section, Baker-Pine Creek-Wingville Loop Road, to K. C. Dack Construction Co., Milton-Freewater, Oregon, low bidder in the amount of $128,563.00 at the July 11, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 11 1952
FOR FILING

S-128(1)

87 [illegible]

July 9, 1952

County Court of Baker County
Court House
Baker, Oregon

Gentlemen:

We are enclosing herewith, for the records and files of the County of Baker a fully executed copy of a maintenance agreement between the State Highway Commission and Baker County covering the Pocahontas-Baker section, Oregon Project S-128(1) on FAS 506 in Baker County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

June 30, 1952

NOTED
J. W. CATTRALL

Honorable Lloyd Rea
Baker County Judge
Baker, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

This is to acknowledge receipt of six copies of an encroachment resolution adopted by the City of Baker and seven copies each of an encroachment resolution and maintenance agreement executed by the Baker County Court covering the Pocahontas-Baker Section of FAS 506. We are returning the original copy of the County encroachment resolution for your records. After signature by the State Highway Commission, a dully executed copy of the maintenance agreement will be returned.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

Salem, Oregon
June 30, 1952

Mr. W. C Williams
OFFICE

Enclosed are seven copies of a maintenance agreement covering the Pocahontas-Baker section, Oregon Project S-128(1) on FAS 506 in Baker County. All copies have been executed by the proper county officials and are now ready for presentation to the Commission. Please return five fully executed or certified true copies of the agreement to this office for transmittal to the B.P.R.

John W. Cattrall,
Engineer, County and City Relations

By: John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

FORREST L. HUBBARD, Circuit Judge
C. T. GODWIN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
BILL VERMILLION, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUAR[illegible]COND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

June 28, 1952

Mr. John W. Cattrall
Engineer, County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

This letter is to inform you that the Baker County Court hereby approves the plans and specifications for the Pocahontas-Baker section, S-128(1) as prepared by the Oregon State Highway Commission.

Also, please find the signed aggrements and resolutions by the Baker County Court and also the copies of the resolution as signed by the City of Baker.

Thanks once again for your fine assistance on this and other matters.

Yours very truly,

Lloyd Rea
Lloyd Rea
County Judge

RECEIVED
JUN 30 1952
ENGINEER

OREGON PROJECT S-128(1)
FAS HIGHWAY 506

RESOLUTION

6-28-78

WHEREAS, a County Road in **Baker** County, State of Oregon, known as the **Baker-Pine Creek-Wingville** County Road, is routed through the County of **Baker**, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and **Baker** County, the section adopted for improvement being more particularly described as follows; to wit:

> **From FA Route 1 at the north city limits of Baker westerly and northerly to highway engineer's survey station 323+00, approximately 300' east of the section line common to Sections 4 & 5, T. 9S., R. 39E., W.M., a distance of 6.17 miles.**

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of **Baker** will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded, and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of **Baker**

County, Oregon, that no encroachments will be permitted on the county road, known as the **Baker-Pine Creek-Wingville** County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of **Baker** County, Oregon, this 28th day of June, 1952.

Attest:
Frank G. Young
County Clerk

By Lloyd Rea
County Judge

By R. M. Phipps
County Commissioner

By
County Commissioner

Form cc-12
Page 2

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project S-128(1), Pocahontas-Baker Section of the Baker-Pine Creek-Wingville Road, have today been recommended for approval subject to such changes as may be required by our Division Office. This is to authorize your advertising for bids.

Please submit the usual copies of county maintenance and encroachment agreement prior to submission of the project agreement estimate.

Very truly yours,

C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 6 1952
FOR FILING

June 25, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Relative to the grade crossing of the Union Pacific Railroad at Station 29+88 of the Pocahontas-Baker Project, S-128 (1), we give you our assurance that protective devices meeting the requirements of G.A.M. No. 63 will be installed before the work proposed to be done on that project is completed.

The protection in this case will consist of automatic flashing light signals.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

J. W. CATTRALL

NOTED
Harold C. Ayers

June 24, 1952

Honorable Lloyd Rea
Baker County Judge
Baker, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are seven copies each of a standard form of a maintenance agreement and encroachment resolution covering the Pocahontas-Baker section of FAS Highway 506, the Baker-Pine Creek-Wingville Road. These standard forms are a requirement of the Bureau of Public Roads and must be executed by the County prior to awarding of a contract. Please return all seven copies of the maintenance agreement and six copies of the encroachment resolution, signed and attested, to this office. After signature by the State Highway Commission, a fully executed copy of the maintenance agreement will be returned for the County's records.

Also enclosed is a copy of the plans and specifications for this project. A further requirement of the Bureau of Public Roads is that the Highway Commission obtain the approval of these plans and specifications by the County. Please accompany the signed copies of the agreement and resolution with a letter stating that the Baker County Court approves the plans and specifications for the Pocahontas-Baker section, S-128(1), as prepared by the Oregon State Highway Commission.

Due to the fact that the Baker city limits run down the center line of the county road, the B.P.R. will also require that an encroachment resolution be adopted by the City of Baker covering that portion of the road within the corporate limits. Enclosed are seven copies of such a resolution for adoption by the City. It would be appreciated if you will take this matter up with the city officials and request that they adopt the resolution, returning six signed copies to this office prior to July 4. You might explain to them that this is merely a formality and they are forfeiting none of the City's rights to enforce existing laws and regulations or to utilize the right of way for installation of public utilities.

In order that there will be no delay in awarding of a contract, please forward all signed copies as requested so as to arrive in Salem prior to July 4.

If the County or City have any questions in connection with this matter, please contact this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

Salem, Oregon
June 9, 1952

NOTED
J. W. CATTRALL

Mr. Forrest Cooper
Right-of-Way Engineer

[illegible]

NOTED
J. F. HAGEMANN

[illegible] Section

Attached is a signed option for the gravel topping pit in connection with the Baker-Salmon Creek section, FAS 506, in Baker County.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

June 9, 1952

Honorable Lloyd Rea
Baker County Judge
Baker, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

This is to acknowledge receipt of the signed option for the gravel topping pit in connection with the Baker-Salmon Creek section, FAS Highway No. 506, in Baker County.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

FORREST L. HUBBARD, Circuit Judge
C. T. GODWIN, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
BILL VERMILLION, Assessor
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUARY, SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

June 5, 1952

Harold [illegible] Ayers

NOTED
J. F. HAGEMANN

Oregon State Highway Dep't.
State Building
Salem, Ore.

Mr. John W. Cattrall;

We are forwarding to you the option for the gravel topping pit you requested for the construction of the Baker-Salmon Creek , Federal Secondary # 506 highway.

If we can be of further service to you , kindly advise.

Very truly yours,

Baker County Court
Lloyd Rea. By D. L. Best.
Lloyd Rea, Judge

May 13, 1952

NOTED
J. W. CATTRALL

Honorable Lloyd Rea
Baker County Judge
Baker, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are four copies of a real estate option covering a gravel topping pit to be acquired by Baker County for use in the construction of the proposed Pocahontas-Baker project on Federal Aid Secondary Highway No. 506. It would be appreciated if you will forward one signed copy of the option or a copy of the deed after the option has been signed or the property has been acquired.

Also enclosed is a sketch map upon which the property described in the option is shown.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

FORM E-30 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 9, 1952

SUBJECT: Gravel Topping Pit
Baker-Salmon Creek Section
Federal Secondary #506
Baker County

To: Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

Dear Mr. Cattrall:

Herewith is an option form in quintuplicate for property to be acquired by Baker County for a gravel topping pit to be used in connection with the construction of the Baker-Salmon Creek Section of the Federal Secondary #506. Attached are two prints of 1R-5-269 with our date of May 7, 1952, stamped thereon, showing this site.

NUMBER	NAME	ADDRESS	AREA
19108	Chas. D. Simpson	Box 541, Baker, Oregon	4.23 acres

Very truly yours,

Earl F Saling
EARL F. SALING

AE:je
Encl.

cc: Mr. Cooper

RECEIVED
MAY 12 1952
ENGINEER

RECEIVED
JUN 5 1952
FOR FILING

June 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of project statement map for the Pocahontas-Wingville Loop Road, Project No. FAS 128.

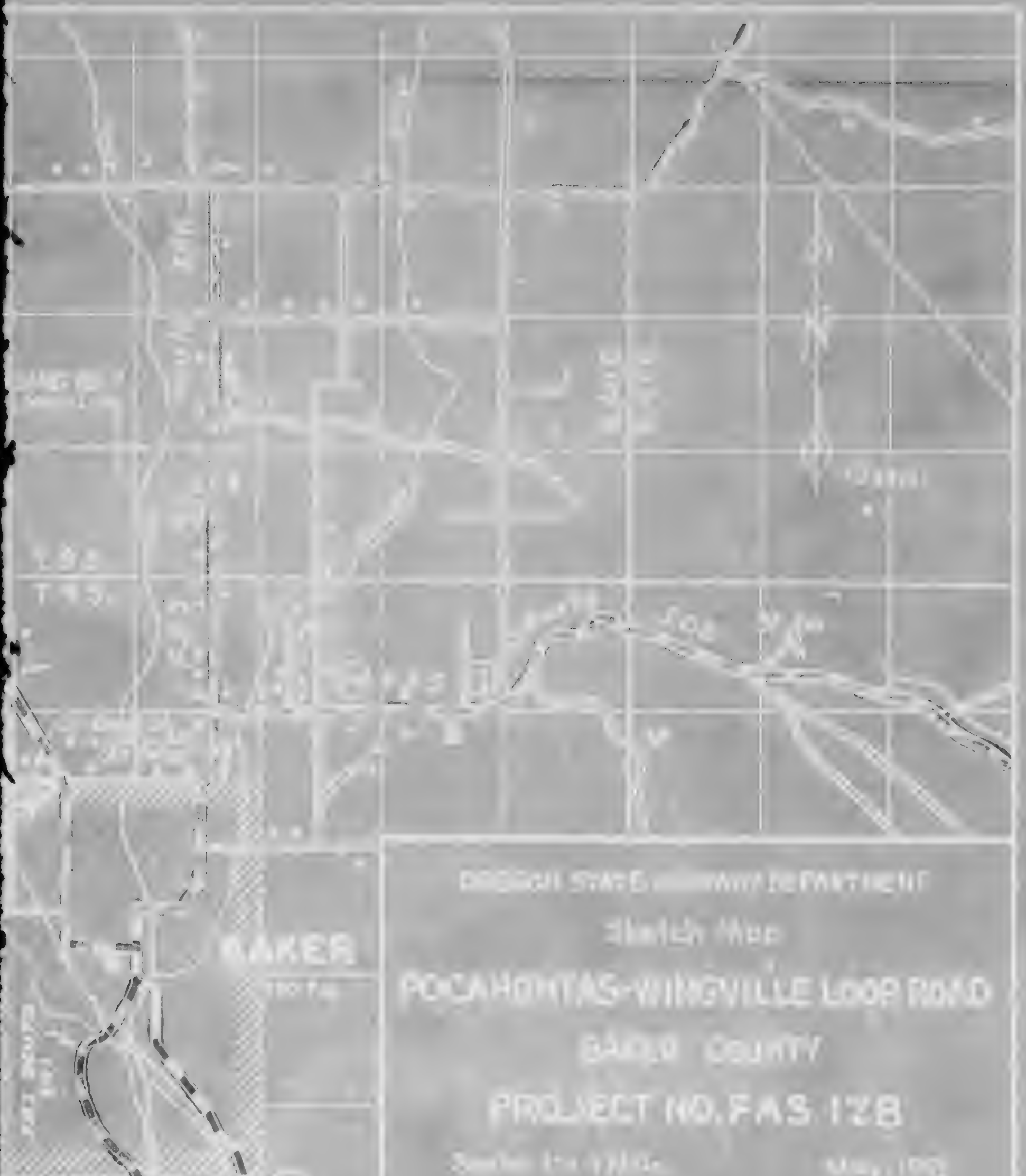
Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JHM:tp



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

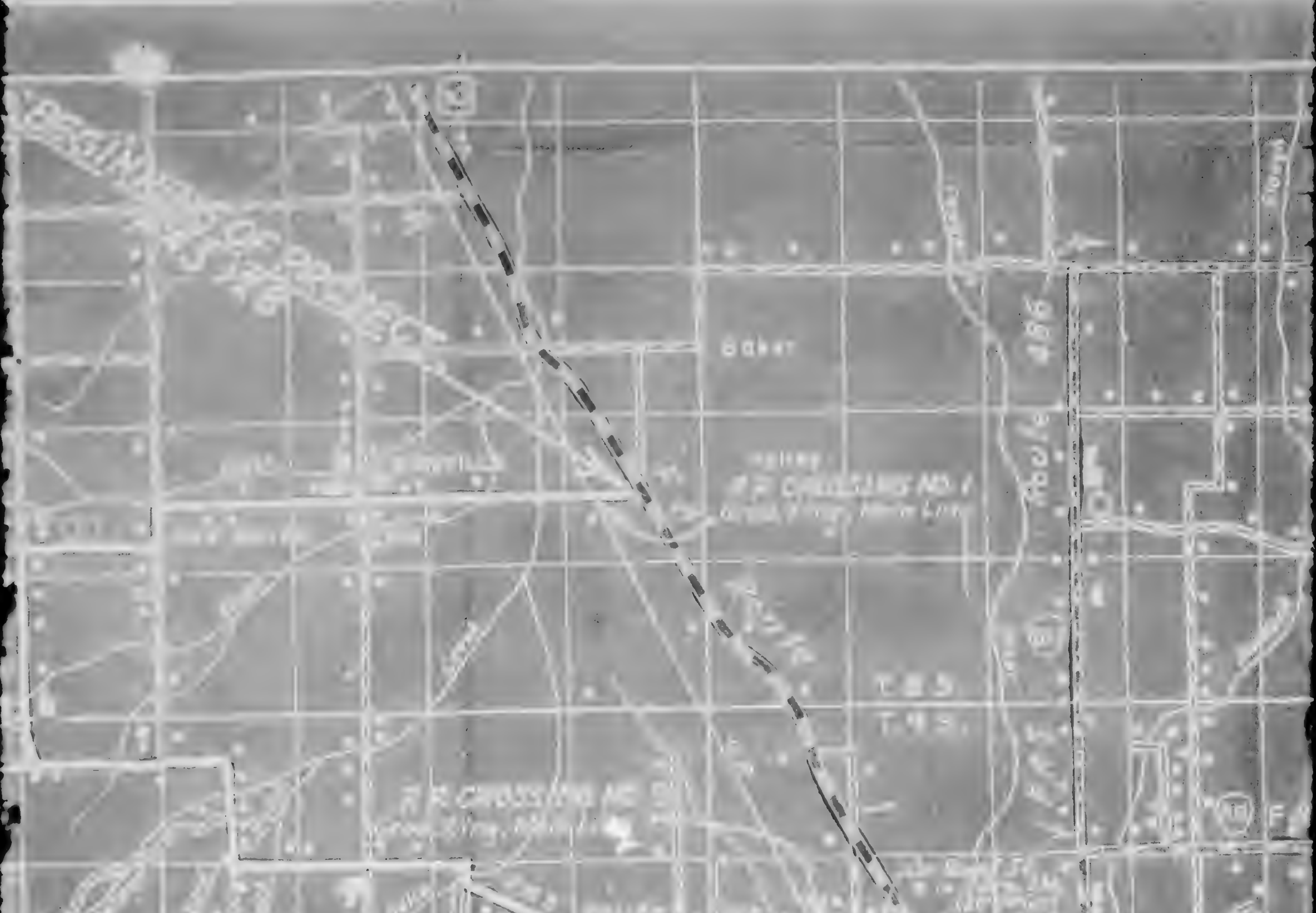
POCAHONTAS-WINGVILLE LOOP ROAD

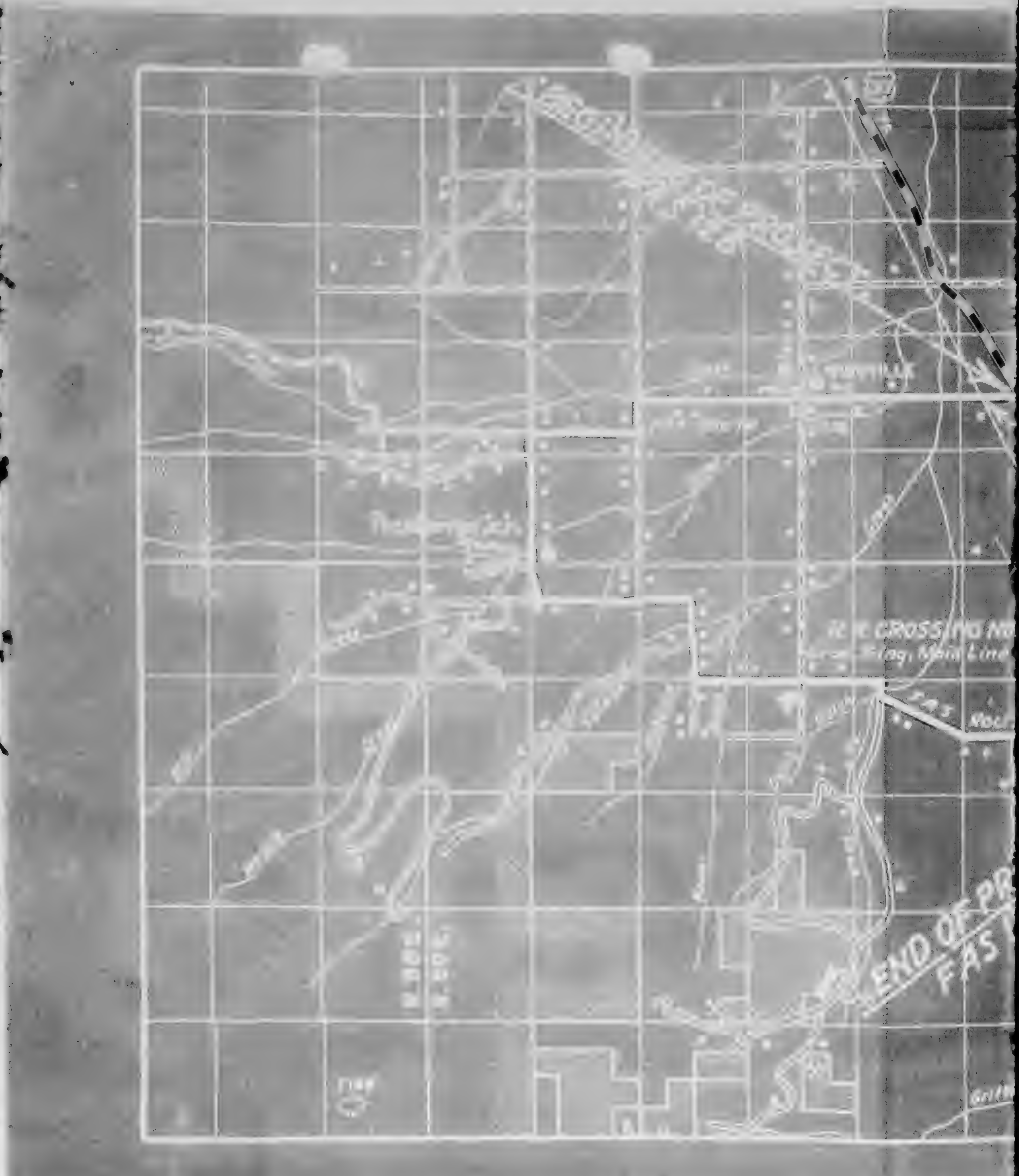
BAKER COUNTY

PROJECT NO. F.A.S. 128

Scale [illegible] May, 19[illegible]

Length of Project [illegible] Miles


BEGINNING OF PROJECT
F.A.S. 126
Baker
R.R. CROSSING NO. 1
466
T. 8 S.
T. 9 S.
R.R. CROSSING NO. 2
END OF PROJECT
F.A.S. 126
BAKER


R R CROSSING NO
Main Line
F A S
Roc
END OF PR
FAS
Grif

RECEIVED
JUN [illegible] 1952
FOR FILING
OREGON DISTRICT

Road
[illegible]
Prog. [illegible]
S-128(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 29, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of Item 182, Project S-128(1) to the Oregon Post-war Federal Aid Secondary Highway Program was approved effective May 19, 1952. This proposed improvement along the Wingville Loop Road (FAS 506) in Baker County, Oregon is being substituted for other intended construction on the Hurricane Creek Road (FAS 497) in Wallowa County.

The project will appear on the program as follows:

NOTED
W. C. WILLIAMS

Item	182
County	Baker
Project No.	S-128(1)
FAS Route No.	506
State Route No.	County Road
Termini	Junction with FA Hwy. No. 1 near Baker, west 6.4 miles (Pocahontas-Baker Section)
Estimated Total Cost	$150,000
Federal Funds	$ 90,000
State Funds	$ 60,000
Length	6.4 miles
Character of Work	Grading, draining and 2-lane intermediate-type surfacing

Approval is with the understanding that automatic flashing light signals in accordance with the requirements specified in GAM 63 are to be provided.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 29 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1952
FOR FILING

S-128 (1)

May 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Because of the failure of Wallowa County to adequately maintain previously constructed federal-aid secondary projects, the Highway Commission has decided to transfer FAS funds formerly intended to be allotted to the Hurricane Creek Road (FAS 497) in Wallowa County to the Wingville Loop Road (FAS 506) in Baker County. Accordingly, we request your approval of the addition of the Baker County project to Oregon's Federal-aid Secondary Highway Program. Program information for the project is as follows:

Item No.	182
County	Baker
Project No.	S-128 (1)
F.A.S. Route No.	506
State Route No.	County Road
Termini	Junction with F.A. Hwy. No. 1 near Baker, west 6.4 miles (Pocahontas-Baker Section)
Estimated Total Cost	$150,000
Federal Funds	$ 90,000
State Funds	$ 60,000
Length	6.4 miles
Character of Work	Grading, Draining and 2-lane intermediate-type surfacing

Traffic information for the project is as follows:

	1951	1965 (Estimated)
ADT	375	515
Per cent Commercial	25	25

The surfacing on the existing road is light and in need of reinforcement particularly at crossings of several swales where frost boils are prevalent. It corrugates badly and is extremely dusty throughout the long dry summer characteristic of that area.

The improvement proposed consists of a small amount of grading involved in roadbed widening, the placing of 8 to 12 inches of gravel base and the construction of an 0-11 oil mat wearing surface. The wearing surface is planned for a 20-foot width with crushed gravel shoulders of 2-foot width.

The traffic to be served is principally agricultural traffic, but includes considerable traffic of recreational nature. There is prospect of development of some log haul and mining traffic.

The project has been selected by the Highway Commission and the appropriate local road officials in cooperation with each other as required by the provisions of the Federal-aid Highway Act of 1950.

A sketch map showing the location of the project is enclosed.

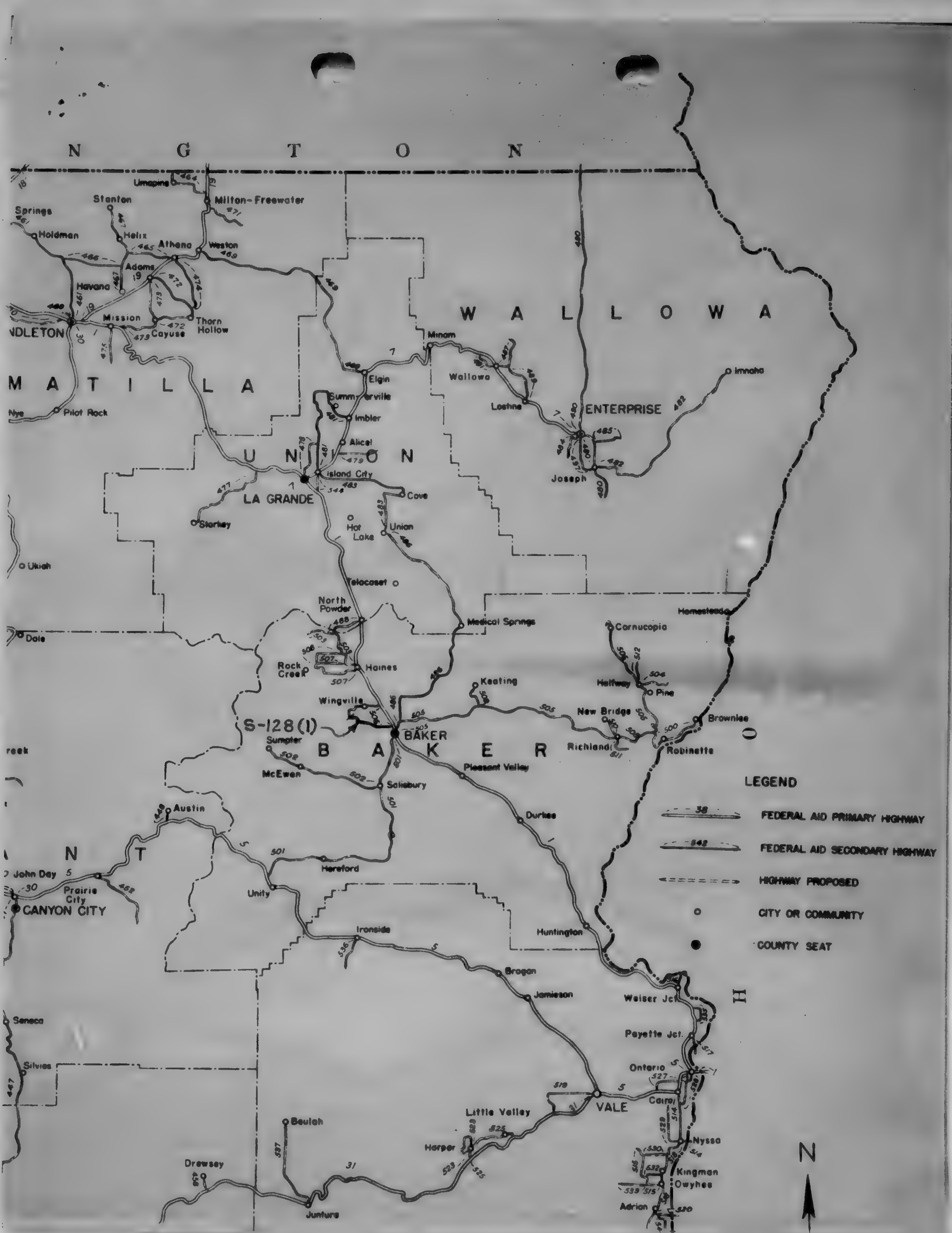
The project is tentatively programmed for contracting early in July with advertisements to be published about June 13.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer


N G T O N
Umapine
Milton-Freewater
Stanton
Springs
Holdman
Helix
Athena
Weston
Adams
Havana
Mission
Thorn Hollow
Cayuse
NDLETON
MATILLA
Nye
Pilot Rock
Ukiah
WALLOWA
Minam
Wallowa
Lostine
ENTERPRISE
Imnaha
Joseph
Elgin
Summerville
Imbler
Alicel
UNION
Island City
LA GRANDE
Cove
Starkey
Hot Lake
Union
Telocaset
North Powder
Medical Springs
Homestead
Cornucopia
Rock Creek
Haines
Keating
Halfway
Pine
Wingville
New Bridge
Brownlee
S-128(1)
BAKER
Sumpter
Richland
Robinette
McEwen
Salisbury
Pleasant Valley
Durkee
Austin
N T
John Day
Prairie City
CANYON CITY
Hereford
Unity
Huntington
Ironside
Brogan
Jamieson
Weiser Jct.
Payette Jct.
Ontario
VALE
Cairo
Little Valley
Harper
Nyssa
Kingman
Owyhee
Adrian
Beulah
Drewsey
Juntura
Dale
reek
Seneca
Silvies
O
H
LEGEND
FEDERAL AID PRIMARY HIGHWAY
FEDERAL AID SECONDARY HIGHWAY
HIGHWAY PROPOSED
CITY OR COMMUNITY
COUNTY SEAT
N

3-1602 Widen Sucker Creek Bridge 1952
approach on the Oswego Highway
43761 near Oswego.

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 5, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3-16D2 3761	3-final	J. F. Johnston	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22312	R-54951	$ 1,043.58	Dec. 5, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: None

Completion Date: Oct. 16, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-8-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
HB Glaisyer
by F.Q.

Warrant Mailed: a.a. Wiklander

NOTED ON CARD
12-9-52

RECEIVED
NOV [illegible] 1952
FOR FILING

3-1604

R

November 21, 1952

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3761 for widening Sucker Creek Bridge on the Oswego Highway in Clackamas County was completed by the contractor, J. F. Johnston, on October 16, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,043.58 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $8,247.33 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
11-21-52

RECEIVED
AUG
FOR FILING

3761

August 4, 1952

Mr. J. F. Johnston
Route 1, Box 246
Sherwood, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3761, which was awarded to you on July 11, 1952 by the State Highway Commission covering the Sucker Creek Bridge Widening in Clackamas County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Mr. J. F. Johnston
Route 1, Box [illegible]4
Sherwood, Oregon

Dear Mr. Johnston:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 376[illegible] for construction and widening of the [illegible]her Creek Bridge approach on the Oswego Highway in Clackamas County. This award was based on your bid of $8,390.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Frannwa
G. S. Paxson

F-180(25) Cannon Beach-Arcadia Sec. of 1952
the Ore. Coast Hwy. about 1 mile S.
#3762 of Elk Cr. at Cannon Beach.

Form E-1

159 ([illegible])

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 3, 1954

Section Cannon Beach - Arcadia

Kind of work Paving

Highway Oregon Coast

Section prefix 4-1063

Contractor Koppisch Construction Co.

Contract number 3762

Date of contract July 11, 1952

Date of completion Aug 31, 1952

Date work started July 22, 1952

Estimated date of completion , 19

Amount of contract $

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 177,878.73

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 14,500.00 Duffy 600.00 King %

Date project was completed June 11, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Field crew of four men worked three days this week setting Right of Way posts and pins on this project.

NOTED
W. C. WILLIAMS

NOTED
OSCAR TL

NOTED
FORREST COOPE

RECEIVED
JUL 6 1954
OFFICE OF

NOTED
B. A. MARTIN

Signed D. C. King

Address Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL.
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
FORM E-30 25M 9-51

FOR FILING
[illegible]

3762

5065

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1954

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith three copies of an invoice from the Pacific Power and Light Company covering the relocation of their distribution line on the Cannon Beach-Arcadia Section of the Oregon Coast Highway.

Please have these bills checked and if O.K., process them for payment through the regular channels.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js

Encl.

cc W. C. Williams

RECEIVED
MAY 11 1954

ASSIGNMENT

ate: May 6, 1954 No. 5065 By wcw

escription: Letter from A. H. Prael, R/W Agt. Pacific Power & Light Co., Public Serv.Bldg. Portland, 4, Ore., 5-5-54, enclosing 3 copies of their invoice covering cost of relocating their distribution line on the Cannon Beach-Arcadia section of Ore. Coast Hwy. Amount $1,421.88.

Acknowledged by____ Referred to H.G.Smith

_ Investigate and report with recommendation
_ Such action as necessary and report
_ Comment or recommendation
_ Return with rough draft of reply
_ Prepare reply for signature of Mr.________
_ Contact correspondent and report

PLEASE RETURN TO
W. C. WILLIAMS

Remarks: Check and if found OK process for payment.

Executed 5-12-54 Report Received__________

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

May 5, 1954

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to our letter of April 14, 1952, concerning the relocation of our distribution line on the Cannon Beach-Arcadia section of the Oregon Coast Highway.

We are enclosing three copies of our invoice covering the cost of relocating said distribution line to make way for the reconstruction of said section of highway.

Our authority to bill the State of Oregon Highway Commission for the cost of relocating said distribution line is covered by your letter of May 2, 1952.

Yours very truly,

A. H. Prael

A. H. Prael
Right of Way Agent

AHP:mjh
Enc. 3

RECEIVED
[illegible] 1954

RECEIVED
APR 28 1954
FOR FILING

[illegible]

346-

April 27, 1954

Grimstad and Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

The Glens Falls Indemnity Company through Rodgers Insurance Agency, 803 Title and Trust Building, Portland 4, furnished the performance bond on Contract No. 3762 awarded to Koppisch Construction Company, Inc., for paving the Cannon Beach-Arcadia Section of the Oregon Coast Highway in Clatsop County. The same surety and agent also furnished the performance bond on Contract No. 3607 awarded to Heavy Hauling Company and assigned later to Koppish Construction Company, Inc., for grading and paving the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County.

This is in reply to your letter of April 24 requesting the above information.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 4/26

RECEIVED
MAR 22 1954
FOR FILING

March 18th, 1954

FINAL COST ANALYSIS

Cannon Beach-Arcadia Section Rock Surfacing and Paving
Contract #3762
Koppish Construction Co., Contractor
Arthur Duffy, Resident Engineer

Oregon Coast Highway
Prefix 3-1063-201(41)

F - [illegible]

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Selected R/B Topping	39,062	Cu. Yd.	$0.80	$1.00	$ 31,099.46	$ 39,062.00
Haul R/B Topping	57,746.5	Yd. Mi.	0.20	0.15	11,748.47	8,661.98
2"-0" Mat'l. in Base	8,940	Cu. Yd.	2.25	2.75	20,161.89	24,585.00
3/4"-0" Mat'l. in Base and Shoulders	6,883	" "	2.43	2.75	16,728.58	18,928.25
Sprinkling	662.5	M/Gal.	2.92	2.00	1,933.94	1,325.00
*Preparation of Base	2.68	Mile	304.91	300.00	817.17	804.00
*3/4"-0" Mat'l. in Binder Course	550	Cu. Yd.	3.20	5.25	1,762.38	2,887.50
*RC-3 Asphalt in Binder Course	61.90	Ton	50.86	50.00	3,148.37	3,095.00
*Class "B" Asphaltic Concrete	8,829.955	"	8.29	7.70	73,205.18	67,990.65
PA #1, D-7 Bulldozer	13	Hour	7.83	10.50	101.83	136.50
" , D-7 Bulldozer W/13 Yd. Carryall	16	"	9.70	14.50	155.27	232.00
PA #1, #12 Cat Motor Grader	7.5	"	6.94	10.00	52.03	75.00
PA #2, Purchase Excess ¼"-#10 Cr. Rock in Stockpile	400.2	Cu. Yd.	2.19	2.50	875.27	1,000.50
PA #3, Purchase Excess ¼"-0" Cr. Rock in Stockpile	597.73	" "	2.19	2.50	1,307.28	1,494.33
Deduction: 3/4"-0 State-owned Rock from Stockpile at M.P. 32.6 as per Attached Statement	1,326.68	" "	2.25			- 2,985.03
					$163,097.12	$167,292.68

Gross Revenue	$167,292.68
Total Cost	163,097.12
Net Profit	$ 4,195.56

Net Profit Equals 2.5% of Gross Revenue

Detail of Cost

Labor:			
Supervision and Labor		$23,934.66	
Labor Insurance		1,555.75	$25,490.41
Materials:			
2"-0" Crushed Rock	8,940 Cu. Yd. at $1.75	$15,645.00	
3/4"-0" Crushed Rock	5,556.32 " " " 1.75	9,723.56	
3/4"-0" " "	1,326.68 " " " 2.25	2,985.03	
¼"-0" Crushed Rock	400.2 " " " 1.75	700.35	
¼"-#10 Mesh Crushed Rock	597.73 " " " 1.75	1,046.03	
3/4"-0" Crushed Rock	550 " " " 1.75	962.50	
3/4"-0" " "	7,064 " " " 1.75	12,362.00	43,424.47
Equipment Rental & Miscellaneous:			
Equipment Rental		$16,370.07	
Gas, Oil and Grease		13,581.00	
Explosives	4,580 Lb. at $0.20	919.00	
P.L. & P.D. Insurance		763.75	
Bond		1,254.69	
Small Tools & Misc.		695.00	
Home Office & General Overhead		2,070.00	35,653.51
Warren Northwest, Subcontractor			58,528.73
Total Cost			$163,097.12

Remarks:

This was a "Regular Federal Aid Project" on the Cannon Beach-Arcadia Section of the Oregon Coast Highway in Clatsop County for the construction of selected roadbed topping involving approximately 39,062 cu. yds. of quarry-run rock, the construction of rock base and shoulders involving approximately 17,500 cu. yds. of crushed materials and the construction of asphaltic concrete pavement involving approximately 8,800 tons of asphaltic concrete.

The project was bid and awarded July 11th, 1952, work was started July 22nd, 1952, and was completed August 1st, 1953.

The contractor moved a 3/4 cu. yd. shovel and D-7 with dozer into the VanVleet quarry on July 22nd, 1952, to strip overburden and clear quarry site, and the material from this operation was used to widen the haul road. On August 13th, 1952, six 6 cu. yd. trucks started hauling selected roadbed topping to the highway. The average daily production was 751 cu. yds. After placing 4,300 cu. yds. the material in the quarry became too solid to dig without a shovel, and drilling and shooting became necessary.

Jed Wilson crushed all rock for the project at $1.75 per cu. yd. in bunker. Rain and inclement weather conditions slowed up the crushing.

2" - 0" crushed material was hauled directly to the road by the prime contractor, averaging 590 cu. yds. per day. 3/4" - 0" crushed material used for leveling course and asphaltic concrete aggregate was hauled simultaneously to highway and stockpile site, averaging 520 cu. yds. per day.

Class "B" asphaltic concrete, Item #9, was subcontracted to Warren Northwest for $6.00 a ton, and the prime contractor was to furnish the aggregate stockpiled at the plant site. This item shows a loss of $5,200 to the prime contractor. 3/4" - 0" material became exhausted, and it was necessary to purchase 1,326.68 cu. yds. from the State stockpile at $2.25 per cu. yd. to use on finishing shoulders.

Lack of adequate supervision, inclement weather for the crushing operations and the extremely high sub price for asphaltic concrete were contributing factors to the high cost and allowed only a very small profit.

E. H. Clymer
Chief Cost Analyst

By . . H. R. Sturgis

RECEIVED
FEB 15 1954
FOR FILING

February 11, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of revised final voucher for the Cannon Beach-Arcadia Section, Project No. EF-180 (25) in the corrected amount of $107,178.00, instead of $107,590.00 as submitted with our letter of October 7, 1953.

We are likewise submitting four copies of final voucher for the Gorton Creek-Warren Creek Section, Project No. EFI-174 (12) in the amount of $907,961.00.

In accordance with GAM 339 these vouchers are first submission finals for your audit of our records for each of the projects and not for the purpose of requesting payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWN:tp

R

RECEIVED
NOV [illegible] 1953
FOR FILING

F-180 ([illegible])

3762

November 4, 1953

Mike DeCicco & Son
2920 S. W. Corbett
Portland 1, Oregon

Attention: Mr. Harold M. DeCicco

Gentlemen:

The Heaving Hauling Company between May 29 and August 29, 1953, was working on State Highway Contract No. 3607 on the Bay City Section of the Oregon Coast Highway. Glens Falls Indemnity Company through Rodgers Insurance Agency, Inc., 803 Title and Trust Building, Portland 4, furnished the performance bond on this contract.

The Koppisch Construction Company, Inc., which is a change in name from Heavy Hauling Company, was also working on State Highway Contract No. 3762 on the Cannon Beach-Arcadia Section of the Oregon Coast Highway. The same company and agent furnished the bond for this contract. Contract No. 3762, however, was completed on June 11, 1953, whereas, Contract No. 3607 was not completed until October 30, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
FOR FILING

F-180([illegible])

3762

September 3, 1953

Warren Northwest Inc.
Highway & Road Contractors
P. O. Box 5072
Portland 13, Oregon

Attention: Mr. A. M. Eppling

Gentlemen:

Final payment on State Highway Contract No. 3762 awarded to Koppisch Construction Company for work on the Cannon Beach-Arcadia Section of the Oregon Coast Highway was mailed to them on August 14, 1953.

This is in reply to your letter of inquiry dated September 1, 1953.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:nr

WARREN NORTHWEST INC.
HIGHWAY & ROAD CONTRACTORS
POST OFFICE BOX 5073 • PHONE KENWOOD 7531
PORTLAND 13, OREGON

September 1, 1953

Oregon State Highway Commission
Salem,
Oregon

Gentlemen:

As a subcontractor under Koppisch Construction Company, covering Contract No. 3762, Cannon Beach-Arcadia Section, we are interested in knowing whether or not this company has received final payment on this contract and, if not, when they may expect payment.

Very truly yours,

WARREN NORTHWEST, INC.

AMEppling

A. M. Eppling
Secretary-Treasurer

AME:lu

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 14, 1953

(CONTRACT NO.) F-18(…)	(EST. NO.)	(CONTRACTOR)
3762	10-final	KOPPISCH CONSTRUCTION CO. INC.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15516	R-73585	$ 5,448.98	8/14/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: 8-31-53

Time Extensions: none

Completion Date: 6-11-53

Date Accepted: 6-25-53

Penalties: none

Claims: none

Remarks: Surety notified 8-3 that final to be released on or after 8-13-53

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant [illegible]: delivered to Harold Oja

NOTED ON CARD

RECEIVED
AUG 4 1953
FOR FILING

F-19[illegible]

3762

August 3, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3762 for paving on the Cannon Beach-Arcadia Section of the Oregon Coast Highway in Clatsop County was completed by the contractor, Koppisch Construction Co. Inc., on June 11 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $5,448.98 will be released to the contractor on or after August 13, 1953. The total contract amount is $167,292.68, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

8-3-53, gl

RECEIVED
JUL 24 1953
FOR FILING

R

F-180(25)
3762

July 23, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Koppisch Construction Co.,Inc. in connection with contract No. 3762, for paving on the Cannon Beach-Arcadia Section of the Oregon Coast Highway, Clatsop County.

This payment, in the amount of $7,983.37, will be released to the contractor on or after August 3, 1953. The retained percentage is $5,005.48.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency,Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
7-23-53 g(

RECEIVED
1953
FOR FILING

F-180(25)

346[illegible]

June 16, 1953

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 11, 1953 on Contract No. 3762, Cannon Beach-Arcadia Section, in connection with Federal Aid Project No. BF-180 (25).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form PR 2 (Revised 1950)

799

State **Oregon**

Federal Aid Bond Issue Project No. **BF-180(25)**

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of March, 1953, by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1952, a program, which was approved on the 28th day of May, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 26th day of June, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty-two thousand and 00/100 dollars ($122,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon (Include date and citation of act of legislature by which authorized) Laws 1951, viz.:

~~From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 271+94 in the SW 1/4, Section 29, T-5-N, R-10-W, W.M. and survey station 414+60 in the NW 1/4, Section 7, T-4-N, R-10-W, W.M., except station 328+05 to 329+05, , length 2.685 miles, in Clatsop County, being Oregon Federal Aid Bond/Issue project No. FF-180(25), consisting of 2.685 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty-two thousand and 00/100 dollars ($122,000.00), which does not exceed the authorized Federal pro rata share of two hundred thousand, seven hundred twenty-eight and 00/100 dollars ($200,728.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By ....
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

RECEIVED MAR 13 1953

Oregon State Highway Department

Federal Aid Project
No. BF-180 (25)

CANNON BEACH-ARCADIA SECTION
OF THE OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 12, 1953

Type Code 6201
Roadway (Sta. 271+94 to 414+60)(Contract No. 3762)

35,000	cu. yds.	Selected Roadbed Topping	$ 1.00	$ 35,000.00
100,000	yd. mi.	Hauling Roadbed Topping	0.15	15,000.00
12,000	cu. yds.	2" - 0 Material in Base	2.75	33,000.00
5,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	15,125.00
1,100	M-gals.	Sprinkling	2.00	2,200.00
2.70	miles	Preparation of Base	300.00	810.00
420	cu. yds.	3/4" - 0 Material in Binder Course	5.25	2,205.00
70	tons	RC-3 Asphalt in Binder Course	50.00	3,500.00
9,400	tons	Class "B" Asphaltic Concrete	7.70	72,380.00
40	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	2,000.00
240	cu. yds.	Aggregate in Seal Coat	5.25	1,260.00
			Subtotal	$182,480.00
			10% Engr. & Cont.	18,248.00
			Total	$200,728.00

Length of Roadway	2.685 miles
Length of Structure	.019 mile (Exception)
Total Length	2.704 miles
Cost per mile, Roadway	$74,759.03

Federal Funds	$122,000.00
State Funds	78,728.00
	$200,728.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. BF-180 (25)

CANNON BEACH-ARCADIA SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 16, 1952

Type Code 6201
Roadway (Sta. 271+94 to 414+60)

35,000	cu. yds.	Selected Roadbed Topping	$ 0.95	$ 33,250.00
100,000	yd. mi.	Hauling Roadbed Topping	0.16	16,000.00
12,000	cu. yds.	2" - 0 Material in Base	2.75	33,000.00
5,500	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.00	16,500.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
2.70	miles	Preparation of Base	300.00	810.00
420	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,680.00
70	tons	RC-3 Asphalt in Binder Course	45.00	3,150.00
9,400	tons	Class "B" Asphaltic Concrete	7.25	68,150.00
40	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	2,000.00
240	cu. yds.	Aggregate in Seal Coat	6.00	1,440.00
			Subtotal	$178,730.00
			10% Engr. & Cont.	17,873.00
			Total	$196,603.00

Length of Roadway	2.685 miles
Length of Structure	.019 mile (Exception)
Total Length	2.704 miles
Cost per Mile, Roadway	$73,222.71

Federal Funds - $122,000.00
State Funds - 74,603.00

$196,603.00

RECEIVED
1952
FOR FILING

[illegible]

[illegible]

August 21, 1952

Koppisch Construction Company, Inc.
P. O. Box 327
Astoria, Oregon

Attention Mr. Harold W. Oja, Secretary-Treasurer

Gentlemen:

In reply to your request of August 20, 1952, just received, I enclose five copies of our standard assignment of claim form for your use in assigning to The Bank of St. Helens all monies now due or hereafter to become due you in connection with State Highway Contract No. 3762 covering construction of rock base and paving on the Cannon Beach-Arcadia Section of the Oregon Coast Highway. This assignment must be executed by the president and secretary of your company before witnesses. The original and one copy, both fully executed, shall be returned to this office for further handling.

We will honor the assignment if it is accompanied by a letter from the surety on the bond furnished by you in connection with this job, consenting to the assignment without prejudice to the bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

Enclosures 5

KOPPISCH CONSTRUCTION CO., INC.
P. O. BOX 327 ASTORIA, OREGON

August 20, 1952

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary
Oregon State Highway Commission

Dear Sir:

In compliance with your requirements, we request you to send us the necessary Assignment of Claim Forms to cover Contract No. 3762. We wish to assign all money due and about to become due to the Bank of St. Helens.

Upon receipt of these forms, we will sign them and immediately return them to you.

Very truly yours,

KOPPISCH CONSTRUCTION CO., INC.

Harold W. Oja

Harold W. Oja
Secretary-Treasurer

HWO/bc

ANSWERED
H. B. GLAISYER

RECEIVED
AUG [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

Form A-204—1M—9-51

ST OF OREGON—HIGHWAY DEPAR T

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ten and no/100

($10.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all monies now due or which hereafter may become due us from the State of Oregon for work performed under State Highway Contract No. 3762, construction of rock base and paving on the Cannon Beach – Arcadia section of the Oregon Coast Highway, to ~~The Bank of St. Helens~~ and authorize and empower said The Bank of St. Helens to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this .... day of ...., 1952

Executed in the presence of us as witnesses:

KOPPISCH CONSTRUCTION Co., Inc.

....

by .... President

....

.... Secretary

State Printing 52037

RECEIVED
1952
FOR FILING

7-15-52

3762

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1952

SUBJECT:

To:

Mr. J. D. Walker
Resident Engineer
State Highway Dept.
Office

Dear Sir:

The subcontract between Koppisch Construction Co. and Warren Northwest, Inc., covering Items 6 to 11, inclusive, on the Cannon Beach - Arcadia Section of the Oregon Coast Highway, Ore. F-180 (25), is approved, and you may so advise the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
AUG 6 1952
FOR FILING

7-[illegible]

[illegible]

August 6, 1952

Koppisch Construction Company
P. O. Box 327
Astoria, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3762, which was awarded to you on July 11, 1952 by the State Highway Commission, covering paving on Cannon Beach-Arcadia Section of the Oregon Coast Highway in Clatsop County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-6-52
mc

RECEIVED
AUG 6 1952
FOR FILING

August 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 22, 1952 on Contract No. 3762, Cannon Beach-Arcadia Section, in connection with Federal Aid Project No. BF-180 (25).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:mlr

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Koppisch Construction Company
P. O. Box 3[illegible]
Astoria, Oregon

Gentlemen:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3[illegible] for rock base and paving the Cannon Beach-Arcadia Section of the Oregon Coast Highway in Clatsop County. This award was based on your bid of $[illegible]84,480.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

shr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa

RECEIVED
FOR FILING
OREGON DISTRICT

F-180(25)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 11, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-180(25), Cannon Beach-Arcadia Section, Oregon Coast Highway, to Koppisch Construction Company, Astoria, Oregon, low bidder in the amount of $182,480.00 at the July 11, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project ~~E~~F-180(25), Cannon Beach-Arcadia Section of the Oregon Coast Highway have been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

O G Polk
O. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

PF-14(13) Haynes Slough Bridge on the 19[illegible]
Oregon Coast Highway near
#3763 Coos Bay.

IVED
FOR FILING

CF-141(1)

373

April 6, 1954

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3763 awarded to Valley Construction Company for construction of the Haynes Slough Bridge on the Oregon Coast Highway in Coos County was completed November 11, 1953, and accepted by the Highway Commission on December 10, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Great American Indemnity Company New York

WELLS-REED INSURANCE ● General Agents

412 FAILING BUILDING - ATWATER 7305 - PORTLAND 4, OREGON

April 1, 1954

Oregon State Highway Comm.
Salem, Oregon

RE: Bond 506579 - Valley Construction Co.
Haynes Slough Bridge on the Oregon
Coast Hwy. near Coos Bay in Coos Co.,
Oregon. Contract No. 3763

Gentlemen:

Will you please advise us the date of the acceptance by the Commission on this contract.

Very truly yours,

WELLS-REED INSURANCE

By

mt

REFERRED TO
Jerry
prepare reply

RECEIVED
APR 2 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

RF-141([illegible])

OREGON STATE HIGHWAY DEPARTMENT

(date)
March 24, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3763	16- Post-final	Valley Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5557	R-90391	$ 594.57	3/24/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 31, 1953

Time Extensions: to Nov. 30, 1953 without penalty

Completion Date: Nov. 11, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-25-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

FILED ON CARD
3-26-54

Warrant Mailed: A. A. Wicklander

RECEIVED
MAR 17 1954
FOR FILING

BF-141(10)

3412

March 16, 1954

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

This is to advise you that a post-final payment, in the amount of $594.57, is being released to Valley Construction Company in connection with their contract No. 3763, for construction of the Haynes Slough Bridge on the Oregon Coast Highway in Coos County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

3-16-54

RECEIVED
DEC 30 1953
FOR FILING

FF-141(1)

3763

December 30, 1953

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from October 31 to and including November 30, 1953 within which to complete your contract No. 3763, covering the Haynes Slough Bridge on the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Robert F. Dow,
Resident Engineer

G. S. Paxson,
Asst. State Highway Engineer

RECEIVED
DEC 30 1953
FOR FILING

EF-141 (13)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3763	15- Final	Valley Constr. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24912	R-83079	$ 18,851.34	Dec 23, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: July 31, 1953

Time Extensions: Extended to Nov. 30, 1953 without penalty

Completion Date: Nov. 11, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-24-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: a.a. Wicklander

POSTED ON CARD

RECEIVED
DEC 9 - 1953
FOR FILING

BF-141(13)

3763

December 8, 1953

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3763 for work performed on the Haynes Slough Section of the Oregon Coast Highway in Coos County was completed by the contractor, Valley Construction Co., on November 11, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $18,851.34 will be released to the contractor after acceptance by the Commission. The total contract amount is $249,969.28, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
12-8-53

RECEIVED
DEC 4 - 1953
FOR FILING

PF - 141(1)

3763

December 2, 1953

Oregon State Highway Commission

Request for extension of time
No. 23
December 10 and 11 meeting.

Gentlemen:

Re: Haynes Slough Bridge
Contract 3763

The Valley Construction Company, contractor for the construction of the bridge across Haynes Slough on the Oregon Coast Highway just north of Coos Bay, has requested a second extension of time, to and including November 30, 1953, for the completion of the work on this project. The original contract completion date was July 31, 1953. It was previously extended to October 31, 1953.

The bridge was far enough completed on October 15 so that the paving contractor hauled across it in doing his work. All work was finished on November 12. The second extension is to cover the time used in cleaning up the site and removing some of the contractor's equipment.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

RECEIVED
NOV 30 1953
FOR FILING

BF-141(B)

3763

November 27, 1953

Bonded Credit Company
500 Failing Building
Portland 4, Oregon

Attention: Mr. A. F. Hearn

Gentlemen:

We believe that the contractor building a bridge near Coos Bay, referred to in your letter of November 25, is probably the Valley Construction Company whose address is 6100 N. E. Columbia Boulevard, Portland 13. They have a contract, No. 3763, for building the Haines Slough Bridge.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

BRoadway 2508

COLLECTIONS:
Commercial
Professional
Retail

BONDED CREDIT COMPANY
Licensed by and Bonded to the State of Oregon
500 FAILING BUILDING
PORTLAND 4, OREGON

November 25, 1953

3763
Valley Construction Co.
[illegible] Slough

State Hiway Commission
Salem, Oregon

Dear Sir:

Will you please give me the name of the contractor who is building the bridge near Coos, Bay, Oregon.

Thank you and enclosed is a self addressed envelope for your reply.

Yours truly,

BONDED CREDIT COMPANY

A. F. Hearn

A. F. Hearn

AFH:ek

REFERRED TO
BY SECRETARY

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

8

s meeting held on
request for an
g October 31,1953
53, covering con-
Oregon Coast

Highway Commission
mission's action
e Highway Engineer,
d not necessarily
lure to complete the

s

Secretary
GHWAY COMMISSION

sistant Secretary

Robert F. Dow,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
[illegible]
FOR FILING

[illegible]

October 14, 1953

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from July 31 to and including October 31,1953 within which to complete your contract No. 3763, covering construction of the Haynes Slough Bridge on the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

Robert F. Dow,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
AUG 27 1953
FOR FILING

BF-141(1)

174

August 2[illegible], 1953

Request for extension of time
No. 4
September 8th and 23 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Haynes Slough Bridge
on Oregon Coast Highway
in Coos County,
Contract 1743

Valley Construction Company, contractor for the above project, has requested an extension of time to and including October 31, 1953, for the completion of the work on this project. Under the contract the work should have been completed on July 31, 1953.

The pile driving work under this project was rather difficult, and considerable trouble was encountered. The contractor has made every effort to expedite the work. The severe weather during the spring months delayed the making of the approach embankment, and it is anticipated that the structure will be completed in time to fit in with the completion of the approaches.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

RECEIVED
AUG 21 1952
FOR FILING

August 18, 1952

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3763, which was awarded to you on July 11, 1952 by the State Highway Commission, covering construction of Haynes Slough Bridge on the Oregon Coast Highway in Coos County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

FORM E-129 90M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Nov. 24, 1952

Mr. W. C. Williams
Assistant Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

While in Coos Bay last week, Mr. Barnhart mentioned that there is a possibility of the need of additional land in the building of the fill across Haines Inlet.

We have seventeen oyster bed cases pending, and should it become necessary that there be an additional taking, I would appreciate it if you could furnish me with the necessary descriptions so that our complaints may be amended as soon as possible. These cases are not at issue at the present time, and I feel we should amend our complaints before it is necessary that we file replies therein.

NOTED
FORREST COOPER

I have also talked to Mr. Edgerton and Mr. Beecroft, and they have indicated also that there may be a necessity for an additional taking.

I would appreciate hearing from you at your earliest convenience.

Yours very truly,

NOTED
W. C. WILLIAMS

C. W. ENFIELD
Chief Counsel

By Leonard I. Lindas
LEONARD I. LINDAS
Assistant Attorney

LIL:FRC

RECEIVED
NOV 24 1952

RECEIVED
JUL 15 1952
FOR FILING

[illegible]

[illegible]

July 14, 195

Valley Construction Company
[illegible] N. E. Columbia Boulevard
Portland Oregon

Gentlemen:

The State Highway Commission on July 11, 195 awarded to you State Highway Contract No. 3763 for construction of the Haynes Slough Bridge on the Oregon Coast Highway in Coos County. This award was based on your bid of $[illegible]54,485.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

276

July 11, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BF-141(13), Haynes Slough Bridge, Hauser-Coos Bay Section, Oregon Coast Highway, to Valley Construction Company, Portland, Oregon, low bidder in the amount of $254,485.00 at the July 11, 1952 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
FOR FILING
FORM E-30 25M 1-52 58419

Cross Referenced To:

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 3, 1952

SUBJECT: Haynes Slough

To:

Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

In accordance with Mr. Enfield's letter to you of May 28, we have made an estimate of the cost of a relief trestle through the embankment north of Haynes Slough. This relief trestle has been figured as 300 feet in length. Our estimated cost is $63,500. This estimate includes the customary percentages for contingencies and engineering, but does not take credit for the elimination of embankment and surfacing necessary under our present plans.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

Enfield advised
Bridge not recommended.
WCW.

GSP:gm

NOTED
W. C. WILLIAMS

RECEIVED
JUN 3 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 2-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 28, 1952

SUBJECT: Acquisition of oyster bed properties - Hauser-North Bend Section - Oregon Coast Highway

To: Mr. W. C. Williams
Assistante Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

I have been advised by our appraisers who have examined the oyster beds on the Hauser-North Bend Section of the Oregon Coast Highway that the construction of a fill across the tide flats, with an opening only at the bridge over Haynes Slough, may affect portions of the oyster beds and render them unproductive by reason of the changes that might result in the tide.

As you know, oysters are dependent upon food matter brought into the oyster beds by the ebb and flow of the tide, and by providing this single opening, even though it be approximately 600 feet in width, the character of the tide after construction of the highway fill may render impossible the production of oysters upon certain portions of the tide flats now being utilized for oyster production.

It has been suggested by Mr. Dryer and by Dr. Kincaid, the oyster expert from Washington, that an additional opening in the highway fill by means of a trestle, possibly 300 feet in length, or less, north of Haynes Slough, might render the present tide characteristics unchanged by the highway construction, and thereby not only reduce the possible claims for damages in the several condemnation actions now being commenced, but also appreciably reduce, or even remove entirely, the possibility of future claims for damages after the highway has been constructed, that might otherwise result to oyster beds lying back of the highway fill.

I will appreciate your giving consideration to this matter and advising me as to whether or not it would be feasible to make provision for an additional opening in the highway fill so as to nearly as possible retain the ebb and flow of the tide across the oyster beds in its present state.

NOTED
W. C. WILLIAMS

Yours very truly,

C. W. Enfield avh

C. W. ENFIELD
Chief Counsel

RECEIVED
MAY 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

CWE:avh

RECEIVED
FOR FILING

1 7 41 (12)

NPPKS-4

Cross Referenced To:
[illegible]
U.S. Gov't
War Dept

CORPS OF ENGINEERS, U. S. ARMY
628 Pittock Block
Portland 5, Oregon

NPP 800.6 (Haynes Sl.-Bridges)-1.

May 20, 1952

Oregon State Highway Department,
Salem,
Oregon.

Attention: Mr. R. H. Baldock
State Highway Engineer.

Gentlemen:

In accordance with your application dated October 15, 1951, there is inclosed an instrument approving the location and plans for a bridge to be constructed across Haynes Slough near North Bend, Oregon. The instrument is dated May 9, 1952 with final dates for commencement and completion May 9, 1954 and May 9, 1956 respectively.

If it is found necessary because of unforeseen or altered circumstances to deviate from the approved plans attached to and made a part of the instrument, it will be necessary to submit revised plans showing any proposed changes in order that they may receive the approval required by law before the work is commenced.

It is requested that this office be notified sufficiently in advance of the times for commencement, suspension, resumption, and completion of the work in order that inspections may be made at appropriate times.

For the District Engineer.

Very truly yours,

(sgd) James W. Sloat

James W. Sloat,
Lt. Col., Corps of Engineers,
Executive Officer.

1 Incl. : Permit
May 9, 1952.

RECEIVED
FOR FILING

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKS-4

REFER TO FILE
NO. NPP 800.6(Haynes Slough-Bridges)-1

CORPS OF ENGINEERS. U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND. OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

Cross Referenced To:
[illegible]
U S Gov't
War Dept.

October 24, 1951

[illegible] and forwarded to Mr. Parson[illegible] 10 25 51 [illegible]

Oregon State Highway Department,
Salem,
Oregon.

Attention: Mr. R. H. Baldock, State Highway Engineer.

Gentlemen:

Acknowledgment is made to your application dated October 15, 1951, for approval of the location and plans for a highway bridge across Haynes Slough near North Bend, Oregon.

Plans submitted with applications for permits for work in navigation waters of the United States must show the entire work proposed in the waterway between the ordinary high water lines. It is noted that sheet two of the plans shows only a total length of 750 feet comprised of pile and timber bents and the 75 foot navigation span. Corps of Engineer's maps show a distance of approximately 4500 feet between the ordinary high water lines along the line of the proposed bridge.

As the application will be forwarded to higher authority for final action it is requested that an additional tracing and prints be supplied, showing the full length of the work in plan and profile, and showing the mean high and mean lower low water lines on both plan and profile. The plan should show the waterway for a short distance on both sides of the bridge to show that the low water channel extends through the navigation span.

This additional information is also needed in order that a full description can be given in the public notice.

The application will be given prompt attention as soon as the additional drawings are received.

For the District Engineer:

Very truly yours,

Frank C. Linton
Frank C. Linton,
Assistant Chief, Construction
and Operations Divisions.

RECEIVED
FOR FILING
[illegible]
3762

October 15, 1951

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon, for approval by the Chief of Engineers and the Secretary of the Army of plans for a bridge to be constructed over Haynes Slough near North Bend, Oregon, at the mouth of the waterway, as shown on the attached plans.

Legal authority for the structure is found in the General Bridge Act of 1946. Specific authority of the engineer to prepare plans and specifications is found in O.C.L.A., Section 100-126, Subsection 6. Enclosed herewith are copies of an excerpt from the minutes of the Oregon State Highway Commission authorizing the construction of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

GSP:gm
cc G. S. Paxson

310-1712 Riddle & Glendale Grading 1952
& Paving Project in Riddle &
#3764 Glendale.

November 14, 1952

Mr. A. J. Smith
City Recorder
Glendale, Oregon

Dear Sir:

This is to advise that Contract No. 3764 with Acme Construction Co. for paving on the Glendale (Pacific Avenue and 3rd Street) City Street Section was completed August 23, 1952, and accepted by the Highway Commission October 20, 1952.

Under the terms of the agreement between the City of Glendale and the State Highway Commission dated May 27, 1952, the City assumes the maintenance of and continues jurisdiction over the above project as of the date of completion, August 23, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
FOR FILING
310-1713

3764
(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 24, 1952

3764	2 & 3 Final	Acme Construction Co.
(EST. NO.)		(CONTRACTOR)

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19786	R-52304	$ 640.30	10/23/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: None

Completion Date: Aug. 23, 1952

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-27-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 28 1952
A. A. Wicklander

10-28-52, gl

RECEIVED
OCT [illegible]
FOR FILING

[illegible]

3764

October 15, 1952

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway Contract No. 3764 for paving on the Glendale (Pacific Ave. & 3rd St.) and Riddle (Front St.) City Street Sections in Douglas County was completed by the contractor, Acme Construction Co., on August 23, 1952 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $640.30 will be made to the contractor after acceptance by the Commission. The total contract amount is $21,375.53, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland, Oregon

NOTED ON CARD

10-15-52

FORM A-87 5M
STATE PRINTING DEPT.

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY COMMISSION

REQUEST FOR TRANSFER OR CORRECTION OF COST DISTRIBUTION

FROM: S. H. Probert

Salem, OREGON

TO: ACCOUNTING DIVISION—

DATE October 7, 1952

PLEASE Transfer (TRANSFER, CORRECT) THE FOLLOWING ITEMS WHICH WERE ORIGINALLY CHARGED ON

Payment to Contractor, Contract No. 3764 (INDICATE NAME OF ORIGINAL DOCUMENT) NO. 2 & 3 Final DATE 10-3-52

Acme Construction Company

(IF VENDOR'S INVOICE, WRITE NAME AND ADDRESS ON THIS LINE)

QUANTITY	UNIT	DESCRIPTION	CHARGE DISTRIBUTION	CHARGE AMOUNT	CREDIT DISTRIBUTION	CREDIT AMOUNT
2	Hrs.	Blade Grader at $10.00		$ 20 00		
124	C.Y.	3/4"-0 Material in Leveling Course and Shoulders at $5.50		682 00		
8.4	M-Gal.	Sprinkling at $5.00		42 00		
620.295	Ton	Class "B" Asphaltic Concrete at $13.75		8,529 06		
		Subtotal	310-1713-201	$9,273 06	310-1712-201	$9,273 06
		Engineering ($900.71) 43.4%	310-1713-900	$ 390 91	310-1712-900	$ 390 91
		TOTAL		$9,663 97		$9,663 97

NOTED
J. F. HAGEMANN

REASON FOR THIS REQUEST: To transfer to Glendale (Pacific Ave. and 3rd St.) Section its share of construction and engineering charges for work done under Contract No. 3764

APPROVED: S H Probert DIVISION ENGINEER

APPROVED: STAFF ENGINEER

PREPARED BY: D B Parker CLERK

APPROVED: DISTRICT MAINT. SUPT.

ENTERED ON JOURNAL VOUCHER NO.:

ENTERED BY:

DATE ENTERED:

RECEIVED
OCT 10 1952
ENGINEER
COUNTY [illegible]ATIONS

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 23, 1952

Section Riddle and Glendale

Kind of work Paving

Highway City Streets

Section prefix 310 - 1712

Contractor Acme Construction Co.

Contract number 3764

Date of contract July 11, 1952

Date of completion August 31, 1952

Date work started August 11, 1952

Estimated date of completion August 25, 1952

Amount of contract $ 25,650.00

Per cent of time elapsed 84.61 %

Estimated cost of completed project, exclusive of engineering $ 26,814.25

Per cent of contract completed, based on total contract price 90 %

Engineering cost to date $ 900.00, 3.5 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished Paving Wednesday August 20, 1952

Placed $\frac{3}{4}$ - 0 on shoulders rest of week.

NOTED
H. G. SMITH

RECEIVED
AUG 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed U. T. Lowery

Address P.O.Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Estimated date of completion August 25, 1952

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		.52			.52
Miles partially completed		----			-----
Miles completed		.52			.52
Total estimated quantities		500 cu.yd.			1500 Ton
Estimated quantities moved or placed to date		400 " "			1360 "
Average daily quantities Past week		50 " "			310 "
Average daily quantities necessary to complete project on time		None			None
Number shifts per day		1			1
Hours per shift		9			10
Average force on project for week		4			20

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
AUG 14 1952
FOR FILING

[illegible]

3764

August 13, 1952

Acme Construction Company
Box 306
Eugene, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3764, which was awarded to you on July 11, 1952 by the State Highway Commission, covering Paving on the Riddle (Front St.) and Glendale (Pacific Ave. and 3rd St.) City Streets in Douglas County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-13-52

RECEIVED
JUL 15 1952
FOR FILING

[illegible]

3764

July 14, 1952

Acme Construction Company
P. O. Box 306
Eugene, Oregon

Gentlemen:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3764 for grading and paving on the Riddle and Glendale City Streets in Douglas County. This award was based on your bid of $45,650.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ahr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa

RECEIVED
JUN 10 1952
FOR FILING

[illegible]

2961

June 5, 1952

Mr. C. W. Clark, City Recorder
City Hall
Glendale, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Glendale covering the improvement of Third Street from S.P.R.R. to Pacific Avenue, Pacific Avenue from Third Street to Fifth Street, a distance of approximately 0.19 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUN 10 1952
FOR FILING

210.1318

210.7

Salem, Oregon
June 5, 1952

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is an unexecuted copy of an agreement with the City of Glendale covering the improvement of Third Street from S.P.R.R. to Pacific Avenue, Pacific Avenue from Third Street to Fifth Street, a distance of approximately 0.19 mile, in connection with the $250,000 city allotment fund.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Glendale.

Yours very truly,

Secretary

rn
Attach: 1

NOTED
J. W. CATTRALL

June 4, 1952

NOTED
Harold C. Ayers

Mr. E. E. Daniels
City Recorder
Riddle, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

At its meeting on May 27 the Highway Commission received a bid from Acme Construction Company, Eugene, on the Riddle (Front Street) $250,000 City Allotment project; however, the bid was rejected as being too high.

It is planned to readvertise the project at the next Commission meeting on July 10-11. It is hoped a more favorable bid will be received at that time so that a contract may be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
JUN 10 1952
FOR FILING

310-1112

3761

June 4, 1952

L. E. Daniels, City Recorder
City Hall
Riddle, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Riddle covering the improvement of Front Street from northeast city limits southwesterly for a distance of 0.34 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

February 11, 1952

Mr. E. E. Daniels
City Recorder
Riddle, Oregon

Dear Sir:

The State Highway Commission at its January 31-February 1, 1952 meeting approved a project in the City of Riddle to be constructed from the 1952 Special City Allotment fund as provided in Chapter 149, Oregon Laws 1949.

The project was approved on the basis of the city paying all costs of the project in excess of $15,000 and placing of required base rock and culverts. The project consists of placing asphaltic concrete pavement on Front Street (County Road) from the northeast city limits southwesterly for a distance of approximately 0.34 mile, and is presently estimated to cost $15,000.

You will be contacted at a later date to work out the details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:MM

February 11, 1952

Mr. C. W. Clark
City Recorder
Glendale, Oregon

Dear Sir:

The State Highway Commission at its January 31-February 1, 1952 meeting approved a project in the City of Glendale to be constructed from the 1952 $250,000 Special City Allotment fund as provided by Chapter 149, Oregon Laws 1949.

The project was approved on the basis of the city paying all costs of the project in excess of $15,000. This project consists of placing leveling course and asphaltic concrete pavement on Third Street from the S.P.R.R. to Pacific Avenue and on Pacific Avenue from 3rd Street to 5th Street, and is presently estimated to cost $15,000.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

HCA:MM

December 7, 1951

Mr. C. W. Clark
City Recorder
Glendale, Oregon

Dear Sir:

In answer to your recent inquiry concerning the application for a $250,000 city allotment project in the City of Glendale, this is to advise you that your application along with those of other cities will be presented to the Highway Commission for its consideration in the early part of 1952. Please understand that final approval or rejection rests with the Highway Commission, and you will be notified of its decision.

Your regular State Tax Street Fund resolution for the second half of 1951 will be presented to the Highway Commission at its December 20-21 meeting.

If I can be of further assistance, please call on me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

CITY OF GLENDALE, OREGON
RECORDER'S OFFICE
Glendale, Oregon

November 13, 1951.

Mr. John W. Cattrall
Ore. State Highway Dept.
Salem, Oregon

Dear Sir:

Enclosed you will find 3 copies of the State Tax Street Fund Resolution for the 2nd. half of 1951 as was approved and adopted by the Council of the City of Glendale, Oregon.

If you have any information on the Special Allocation Street Fund which the City of Glendale applied for I would appreciate receiving same from you.

Yours truly,

C W Clark

C. W. Clark
City Recorder

RECEIVED
NOV 16 1951
ENGINEER
COUNTY & CITY RELATIONS

CITY OF GLENDALE, OREGON
RECORDER'S OFFICE
Glendale, Oregon

November 13, 1951.

Mr. John W. Cattrall
Ore. State Highway Dept.
Salem, Oregon

Dear Sir:

Enclosed you will find 3 copies of the State Tax Street Fund Resolution for the 2nd. half of 1951 as was approved and adopted by the Council of the City of Glendale, Oregon.

If you have any information on the Special Allocation Street Fund which the City of Glendale applied for I would appreciate receiving same from you.

Yours truly,

C W Clark

C. W. Clark
City Recorder

RECEIVED
NOV 16 1951
ENGINEER
COUNTY & CITY RELATIONS

RIDDLE

12-6-51

RIDDLE

Preliminary Estimate

Front Street from northeast city limits, southwesterly for a distance of approximately 0.34 mile.

Place leveling course and 3" asphaltic concrete pavement 20' in width.

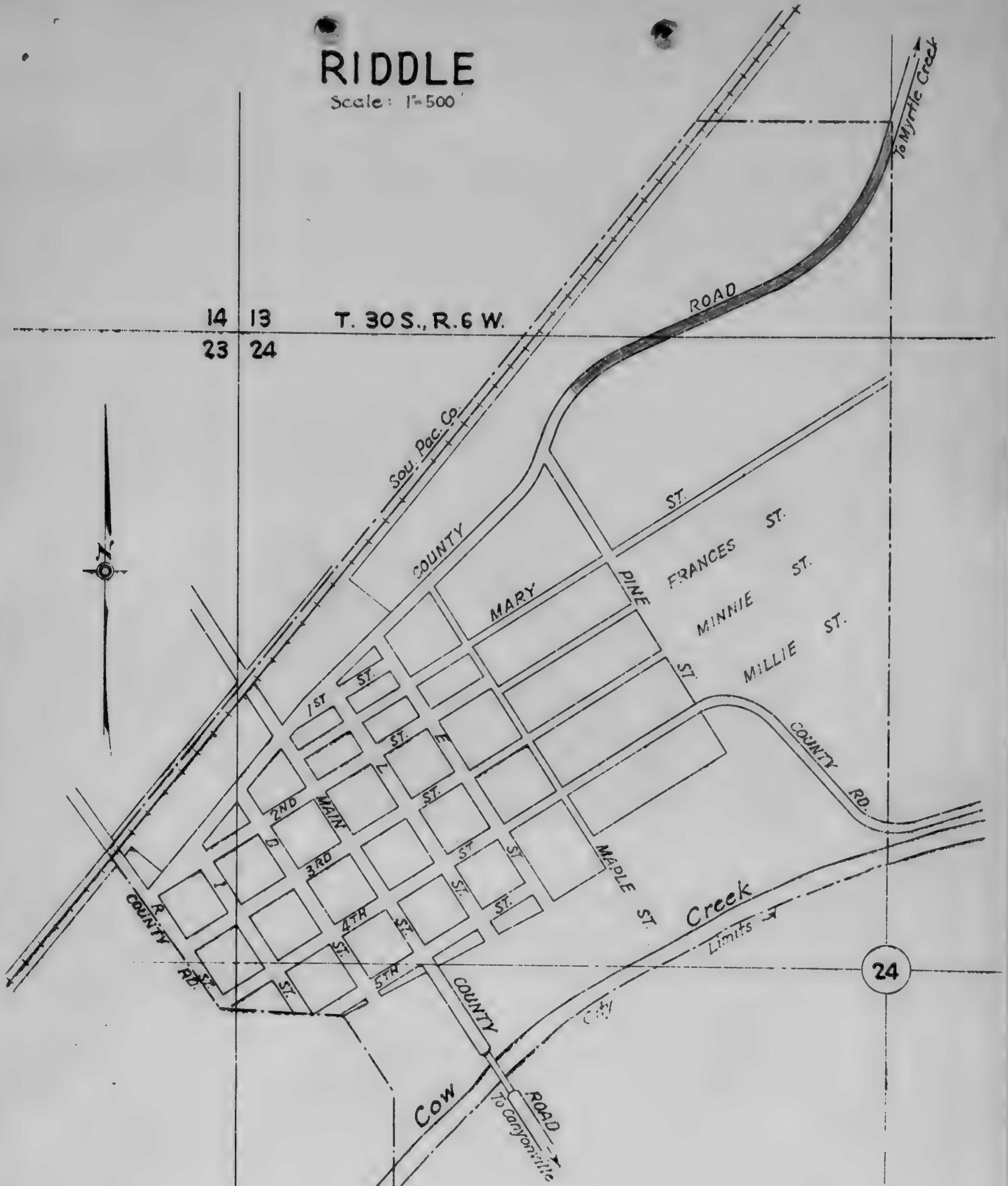
Item	Quantity		Unit Price	Total
Preparation of base	0.34	mile	$1000.00	$ 340.00
3/4"-0 in base and shoulders	600	cu. yd.	4.25	2,550.00
Sprinkling	40M	gal.	4.00	160.00
3/4"-0 in binder course	40	cu. yd.	6.00	240.00
RS-1 in binder and seal	15	tons	70.00	1,050.00
Type B asphaltic concrete	750	tons	11.00	8,250.00
Aggregate in seal coat	25	cu. yd.	6.00	150.00
Preliminary Estimate of Construction				$12,740.00
12-1/2% Engineering and Contingencies				1,592.50
Preliminary Engineering				500.00
(City to grade, place base rock and drainage)				$14,832.50

Total Estimate: $15,000.00

HCA:MM
12/6/51

RIDDLE

Scale: 1"=500'



9-20-51

Pineville 7-30-51

Made investigation of Front Street (County Road) then saw Mayor Lilly.

Mr. Lilly asked if Front Street also known as County Road was a City Street or County Road?

Advised him that unless the proper steps had been taken by the County and City to have this street made dedicated to the city it was no doubt still a County Road. He said City officials would see County officials and get the matter straightened out, would offer to take over jurisdiction of the Street if the County would place the Street in good condition first.

The Street is heavily used by log trucks and a portion needs rebuilding. A considerable amount of damage has been caused by lack of drainage. The Mayor and Chairman of Street Committee said they had plans to drain this street and if County did not do so, they would

The Street is 0.75 mile in length good except a 0.34 mile section in N. End of project application

HCH.

Will see City later. 8-5-51

Riddle 9-20-51

Made investigation (County Road) Front Street as called for in City resolution. Then called on Mayor Lilly.

Mr Lilly asked if Front Street also known as County Road was a City Street or a County Road?. I advised him that unless the proper steps had been taken by the City and County to have the street turned over to the City, it was no doubt still a County road.

He stated that City officials would see the County Court and get the matter straightened out. He further stated that he would offer to take over jurisdiction of the street if County would do some work on drainage and more base on street.

The street is heavily used by log and lumber trucks and a portion needs rebuilding, a considerable amount of the damage has been caused by inadequate drainage.

This project would qualify for reconstruction but preliminary estimate shows more than $15,000 cost, and City officials said they had no funds to pay added cost.

H C Ayers.

9-19-51

GLENDALE

GLENDALE

Preliminary Estimate

Third Street from S.P.R.R. to Pacific Avenue, Pacific Avenue from Third Street to Fifth Street; a distance of approximately 0.20 mile.

Third Street: Place leveling course and 4" of asphaltic concrete 20' wide.
Pacific Avenue: Patch and place 4" of asphaltic concrete.

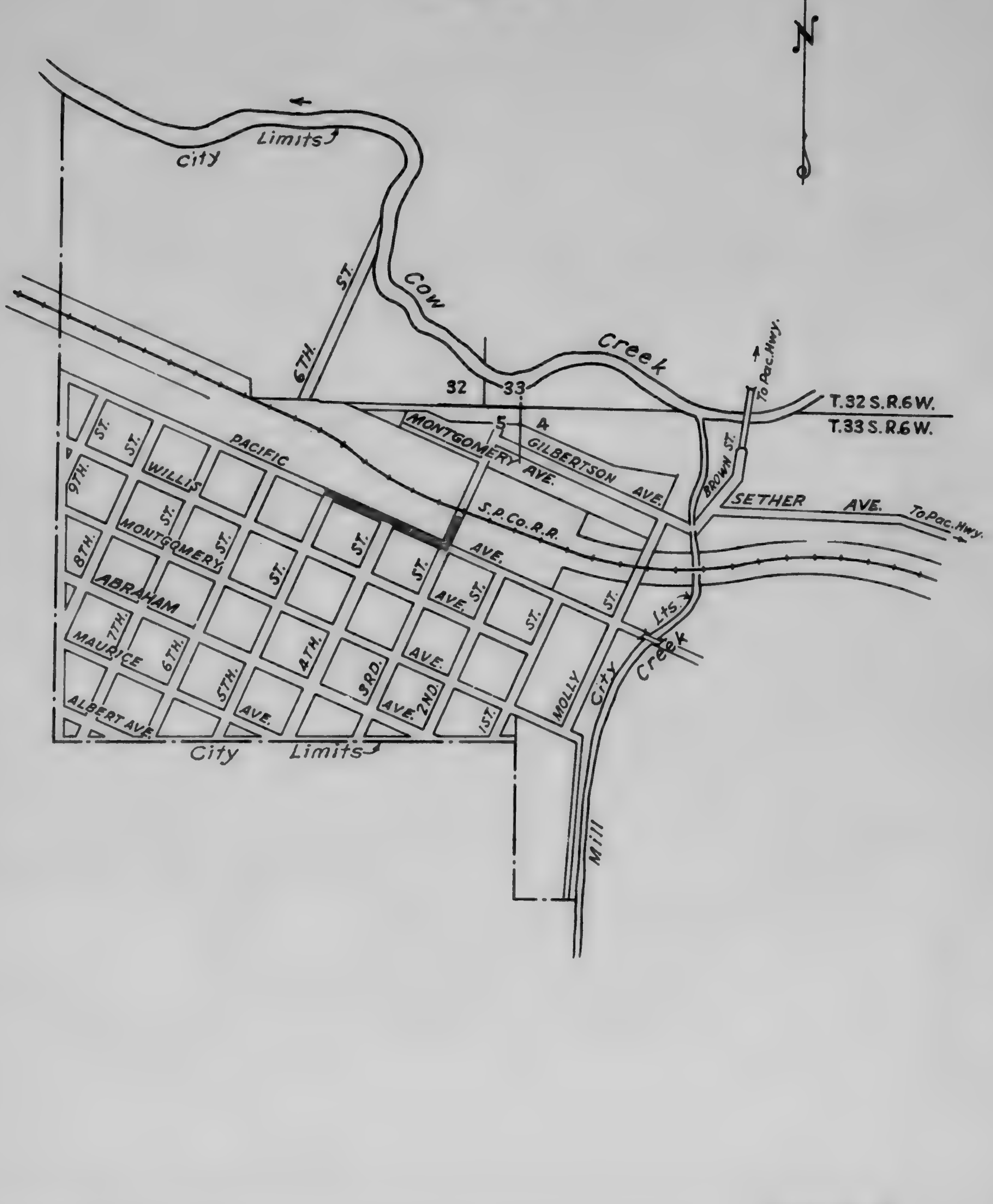
Item	Quantity		Unit Price	Total
Preparation of base	0.19	mile	$1000.00	$ 190.00
3/4"-0 in base & shoulders	80	cu. yd.	6.00	480.00
Class B asphaltic concrete	790	tons	14.00	11,060.00
R.S. 1 in binder and seal	12	tons	70.00	840.00
Aggregate in seal	32	cu. yd.	7.00	224.00
			Preliminary Estimate of Construction	$12,794.00
			12-1/2% Engineering & Contingencies	1,599.25
			Preliminary Estimate Engineering	500.00
				$14,893.25

Total Estimate: $15,000.00

ECA:hm
9 19 51

GLENDALE

Scale 1"=800'



Rev. 8-29-49

13

[illegible]

[illegible]

[illegible]

a distance of approximately 0.20 mile

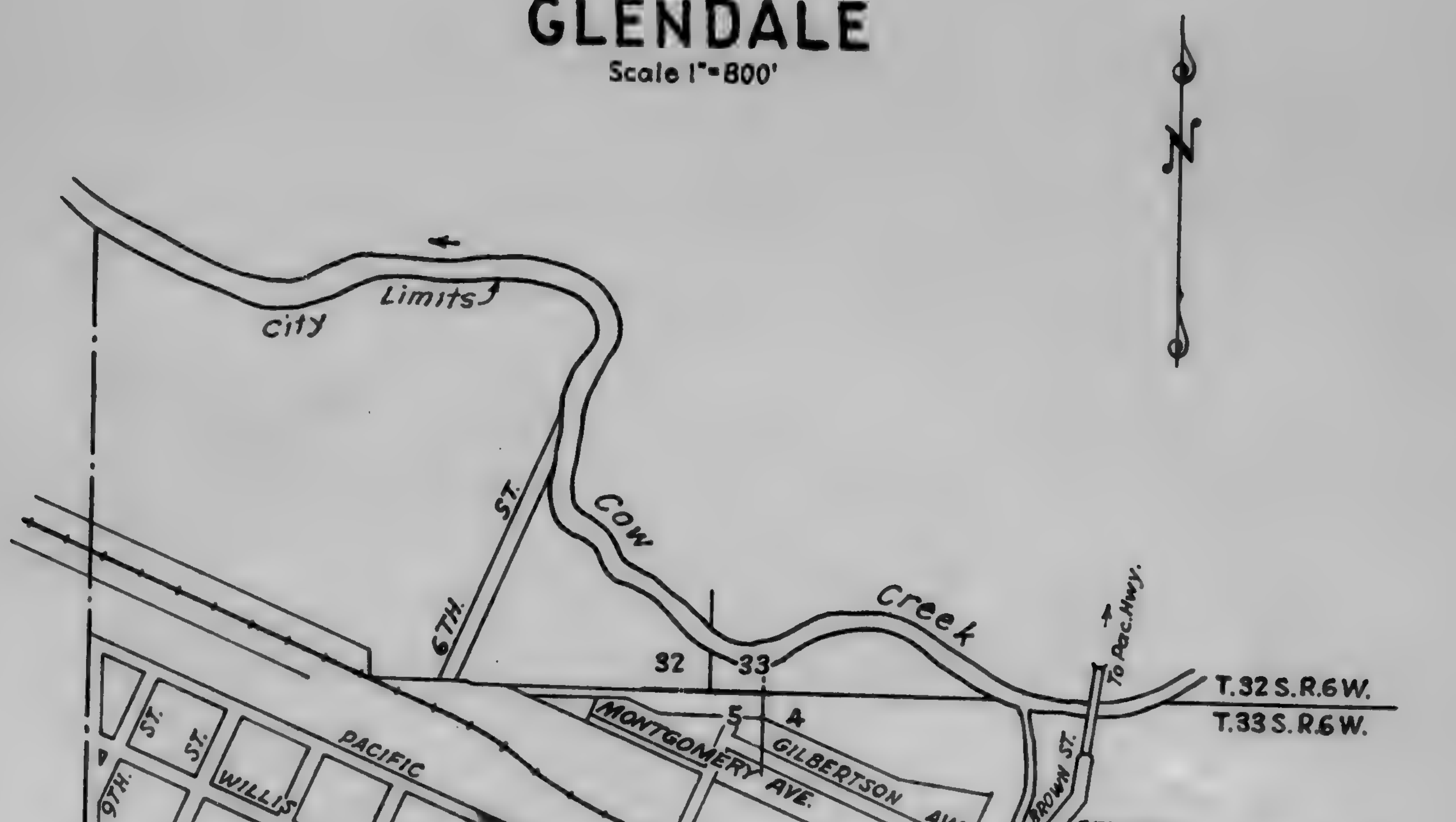
[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
		[illegible]	[illegible]
		[illegible]	[illegible]
		[illegible]	500.00
			[illegible]3.25

[illegible]

GLENDALE

Scale 1"=800'



Rev. 8-29-49

8-29-49

Application No. 13

GLENDALE
Douglas County
Population:
1940 - 557
1950 - 871
Division III

Previous Projects
1948: None
1949: None
1950: None
1951: None

Cost (Actual)

Proposed Project
1952: Patch present surface, place leveling course and 3" asphaltic concrete pavement 20' wide on 3rd Street from S.P.R.R. to Pacific Avenue and 3" thickness 30' wide on Pacific Avenue from 3rd Street to 5th Street, a combined distance of 0.19 mile.

Cost (Estimated)

State	City	Total
$15,000.00	$--	$15,000.00

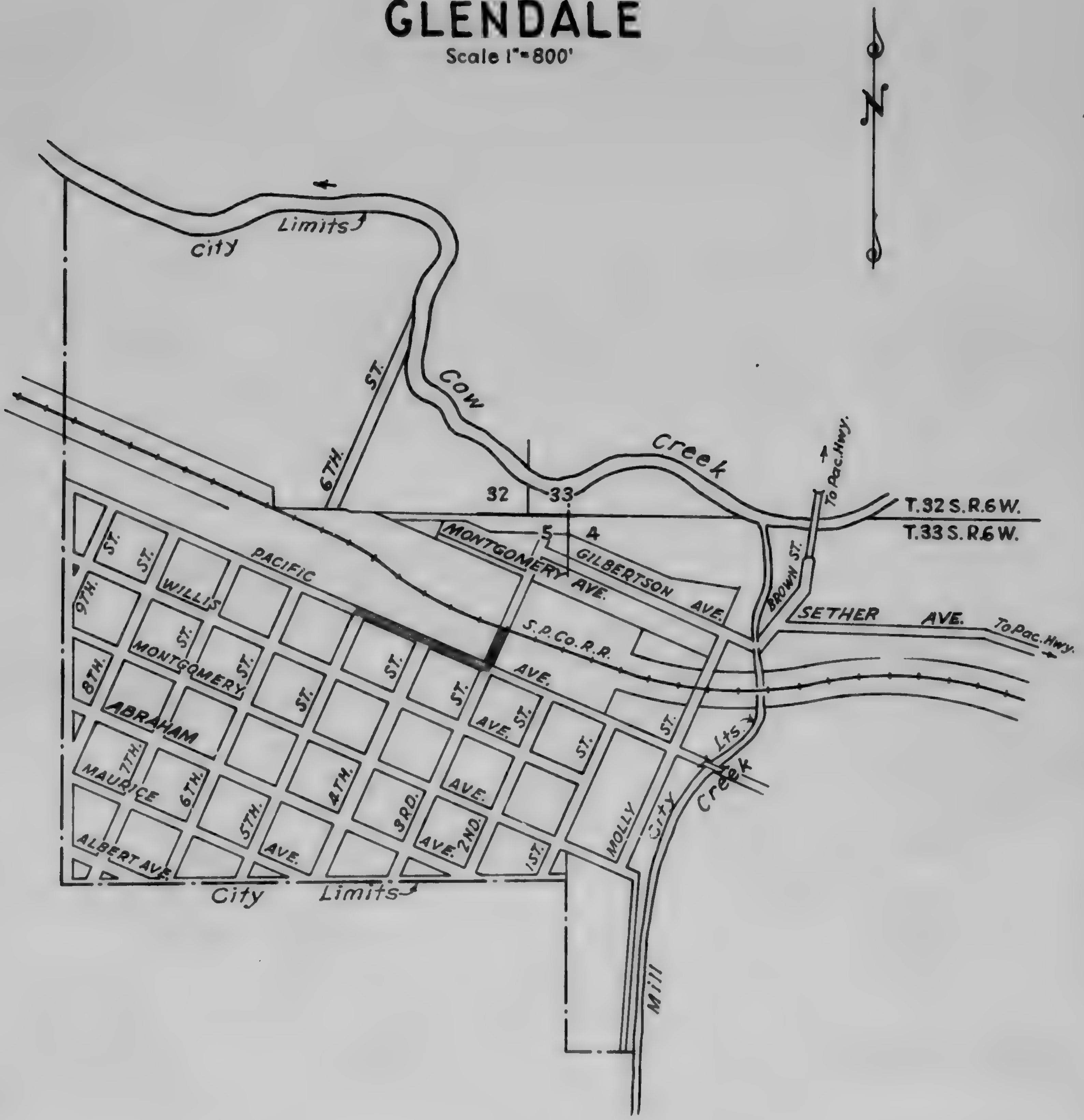
- - - - - - - - - - -

These streets are subjected to heavy log truck traffic. Streets are in bad shape and should be repaired.

Recommendation
This project qualifies and approval recommended.

GLENDALE

Scale 1" = 800'



Rev. 8-29-49

Form cc-50
Special City Allotment

8-13-51

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

"Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

"Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Riddle is an incorporated city of the State of Oregon, and has a population of 600, as given by the latest official census, and

NOTED
Harold C. Ayers

Form cc-50

1 WHEREAS, the following streets of said city,

Iron Street from Main Street

to City Limits

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular ~~or special~~ session assembled, do hereby find, declare and resolve:

1 1. That the following named streets of said city, to wit,

Iron Street from Main Street

to City Limits

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Riddle does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate ____________ ____________ as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 13th day of August, 1951

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

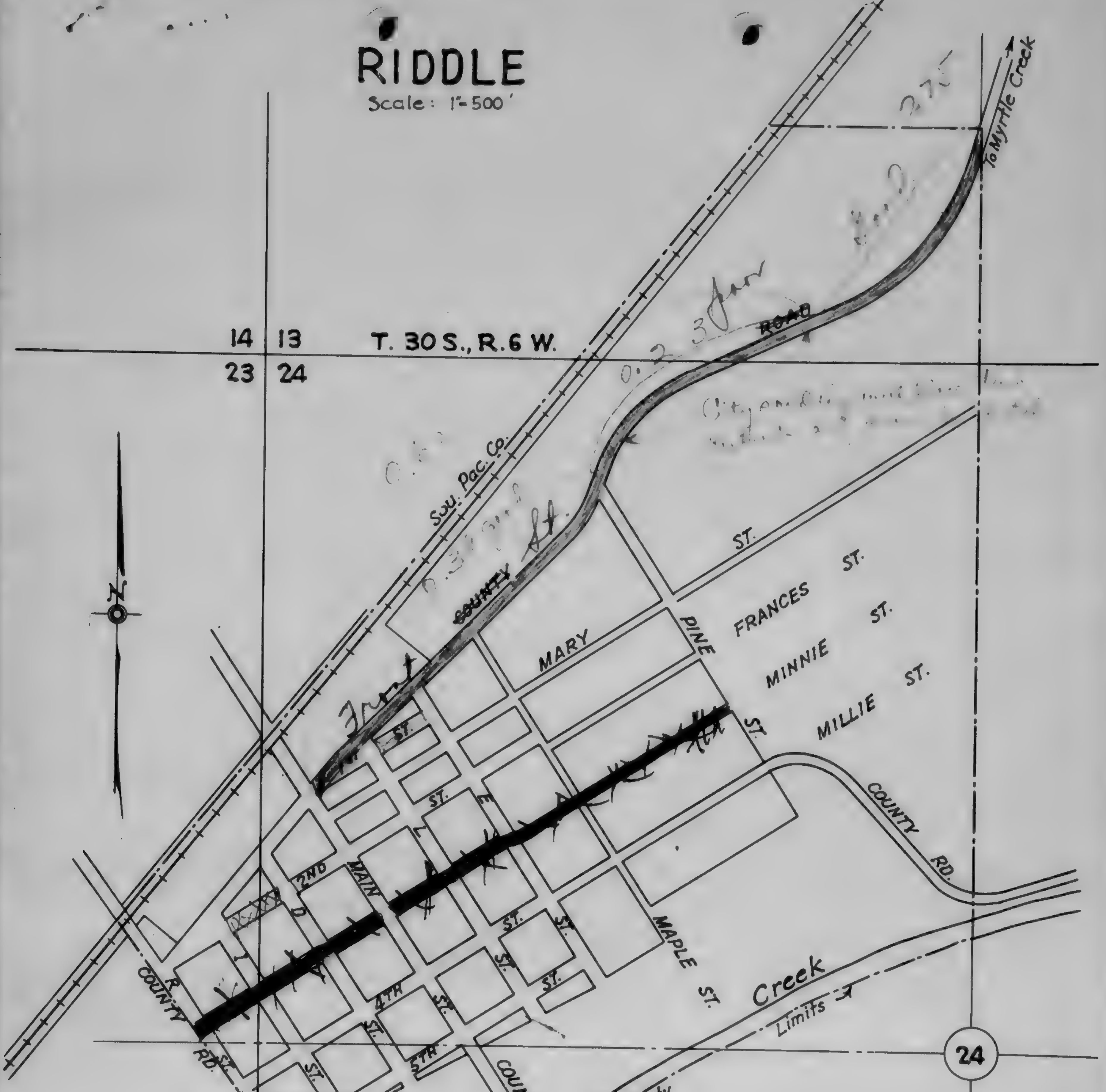
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Riddle at a regular ~~or special~~ meeting of said council, held on the 13th day of August, 1951, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 13th day of August, 1951.

City Recorder

RIDDLE

Scale: 1"=500'



April 13, 1951

NOTED
J. W. CATTRALL

Mr. F. L. Kummer
City Recorder
Riddle, Oregon

Dear Sir:

In answer to your request of April 11, 1951, you will find enclosed two copies of a resolution form to be used in making application for aid under the legislative act creating the annual $250,000 Special City Allotment Fund.

Kindly fill out and adopt the enclosed resolution and return one signed copy to John W. Cattrall, Engineer, County and City Relations, c/o State Highway Department, P. O. Box 30, Salem, Oregon. Inasmuch as the 1951 fund has been entirely allocated by a program approved by the Highway Commission on February 26 based on applications made by various cities in 1950, your application will be investigated and presented to the Highway Commission for consideration in programming the allocation of the 1952 fund.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

RHP:MM
Encl.

NOTED
Harold C. Ayers

CITY of RIDDLE
RIDDLE, OREGON

April 11, 1951.

Mr. John W. Cattrall,
Engineer County & City Relations,
% Stata Highway Department,
Salem, Ore.

Dear Sir:

Please mail to us the application blanks to make out tthe application from $250,000 special fund .

We have done some patching specially on one street but we are afraid how we are going to pull through this coming winter because there are 2 very sizeable mill hauling over the same road I think over 100 extra loads of timber a day so it is breaking fast and we do not have the finances to put it in shape.

Yours very truly
H. B. Summers
Recorder.

Earnest Daniels — Pres.
Joe Lilly Mayor
Dudley Walton City Attorney

[illegible] 12-27-50

Preliminary Estimate

Pacific Avenue from 3rd [illegible] 0.15 mile
Third Street from Pacific Avenue to SPRR. 0.05 mile
Combined distance of [illegible] 0.20 mile

[illegible] leveling course and 4" asphaltic Concrete - 30' in width on Pacific Avenue & 22' in width on 3rd

Preparation of grade	0.20 mile	$2000.00	$400.00
3/4"-0 in leveling course & shoulders	300 cu yds	5.00	1500.00
Type B asphaltic Concrete	830 tons	12.00	9960.00
Emulsified asphalt in seal	3 tons	65.00	195.00
Aggregate in seal	15 cu yds	6.00	90.00
			$12,145.00
			1518.13
			400.00
			$14,063.13

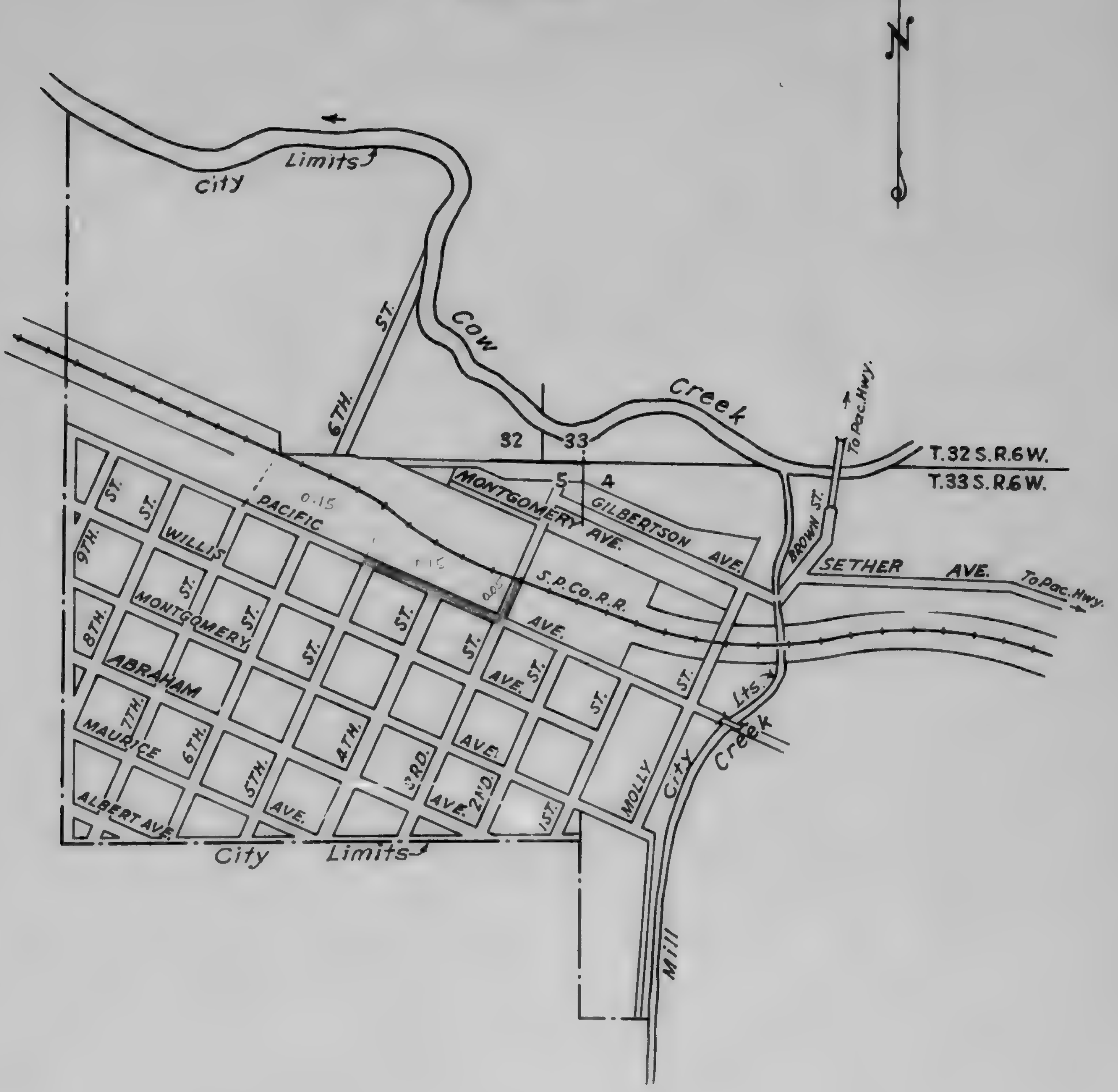
2-27-51
Too much snow
to see

Advised City [illegible] we had
not been able to include this
project because of failure of city
to [illegible] soon enough

[illegible]
12-27-50

GLENDALE

Scale 1"=800'



Rev. 8-29-49

Glendale

Preliminary Estimate

3rd Street from S.P. RR to Pacific Avenue
Pacific Avenue from 3rd Street to 7th Street
a distance of approximately 0.31 mile

Prep. of base	0.31	$1000.00	$310.00
Embankment	1000 cyds	2.00	2000.00
3"-0 in base & shoulders	620 cyds	[illegible]	2015.00
3/4"-0 in base shoulders & leveling course	525 cyds.	[illegible]	3150.00
Class B asphaltic concrete in patches & pavement	[illegible] tons	[illegible]	12460.00
RS 1 in binder rock & seal	13 tons	[illegible]	910.00
Aggregate in seal	5 cyds.	[illegible]	35.00
			20,880.00
City no money			2610.00
			350.00
Cut down			$23,840.00

Glendale

Preliminary Estimate

3rd Street from S.P. R.R. to Pacific Avenue
Pacific Avenue from 3rd Street to 7th Street
a distance of approximately 0.31 mile

Prep. of base	0.31	$1000.00	$310.00
Embankment	1000 cyds	2.00	2000.00
3"-0 crushed base & shoulders	620 cyds	3[illegible]	2015.00
3/4"-0 crushed base shoulders & leveling course	525 cyds.	[illegible]	3150.00
Class B asphaltic concrete in patches & pavement	[illegible] tons	10.00	12460.00
RS1 in binder tack & seal	13 tons	[illegible]	910.00
Aggregate in seal	5 cyds.	[illegible]	35.00
			20,880.00
			2610.00
			350.00
			$23,840.00

City no money

Cut down

No

Glendale

3rd St from SPRR to Pacific Ave 0.04 mile

Place leveling course and 3" of asphaltic Concrete 20' in width

Prep of base	0.04	ac.	$50.00
3/4"-0 in base shld.	80 cyds	6^{00}	480.00
Class B Asphaltic Conc.	80 tons	14^{00}	1120.00

Pacific Avenue 3rd to 5th 0.15 mile

Patch and place [illegible] of asphaltic Concrete 30' in width

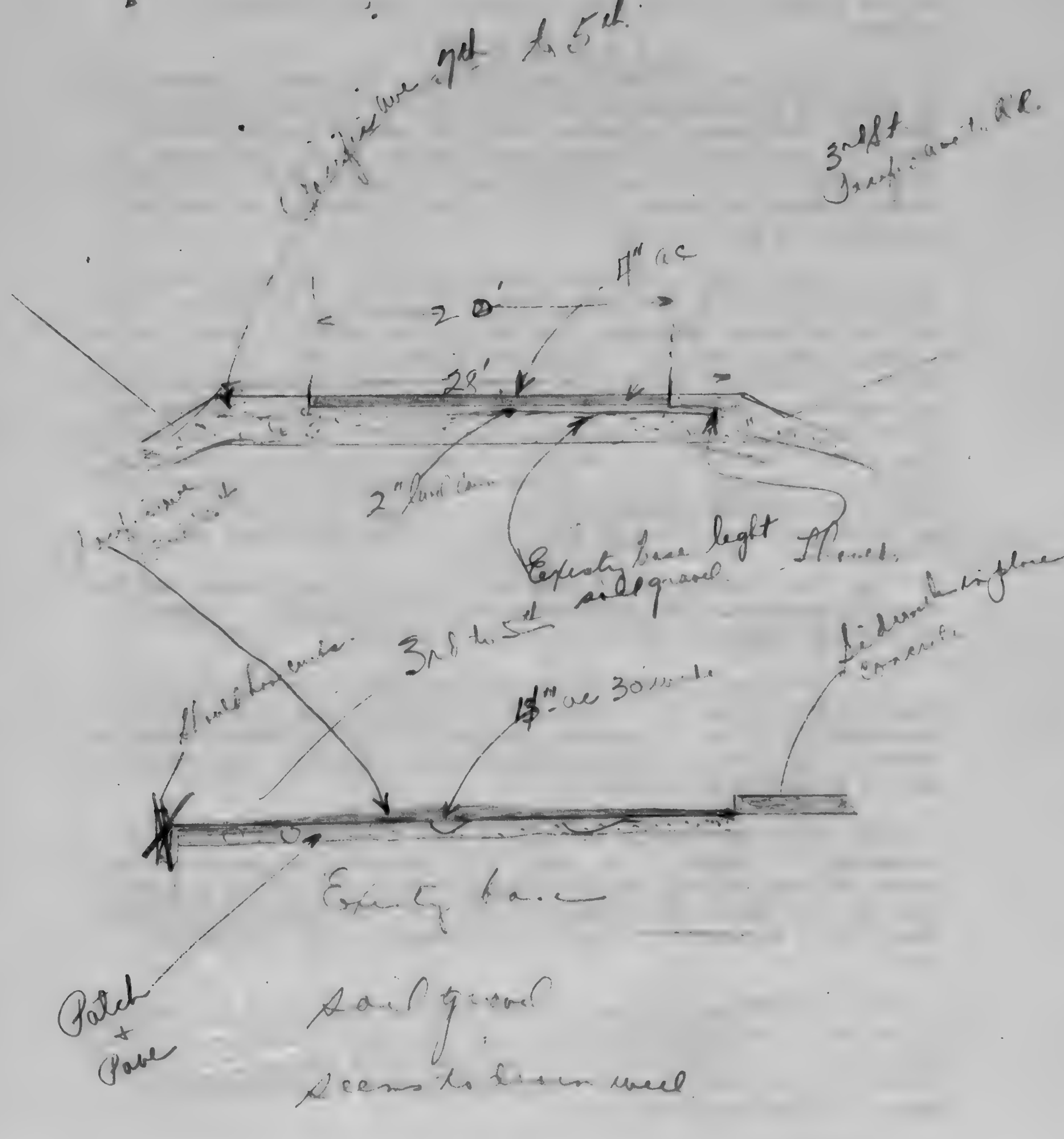
Asphaltic Concrete in Patching	40 tons	15^{00}	600.00
Class B AC.	650 tons.	14^{00}	9100.00

Pacific Ave 5th to 7th 0.12 mile

Place fill base and 3" [illegible] 20' wide

Embankment.	1000 cuyd. ✓	1^{00}	1000.00
3"-0 in base shld.	620 cyds ✓	2^{00}	1240.00
3/4"-0 in base & shoulder	425 cyds. ✓	6^{00}	1620.00
Class B. AC.	270 tons	14^{00}	3780.00
RS1 in binder seal	13 tons	70^{00}	910
Agg in seal	5 cyds	7^{00}	35^{00}

600.



Sand gravel

Seems to drain well

of all streets in which grade changes are made necessary by said project.

(c) City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric, telephone, telegraph, railroad, street railway and all other utility conduits, lines, poles, mains, pipes, tracks and facilities of every kind and nature made necessary to be relocated or reconstructed to conform with the proposed plans and ultimate requirements of said project.

(d) City shall save harmless and blameless and shall indemnify the State of Oregon, its State Highway Commission and members thereof, its officers, employees, contractors and agents from all lawful claims, demands, damages, actions and suits and costs of actions and suits, whatsoever, arising out of or as a result of the acquisition, appropriation or use of said rights of way, easements, rights and other interests in real property, the change of grade of any existing street, including but not being limited to liability under O.C.L.A. § 100-125, and any amendments hereafter made thereto, and the relocation and reconstruction, or failure to properly relocate or reconstruct said utility facilities of every kind and nature.

(e) Upon completion of said project, City shall assume and be solely responsible for the maintenance of said street or streets, or portions thereof, involved in said project.

(f) City understands and agrees that State's participation in said project is solely for benefit of City and that State, by said participation, does not assume any jurisdiction or control over said street or streets, or portions thereof, and shall be under no obligation to maintain the same.

(g) City understands and agrees that the said sum set forth in paragraph 1(b) above, to be expended by State as its share of the costs of said project, shall be deemed an allocation and distribution to City within the meaning of section 3 of chapter 425, Oregon Laws, 1947, as amended by section 2 of chapter 149, Oregon Laws, 1949.

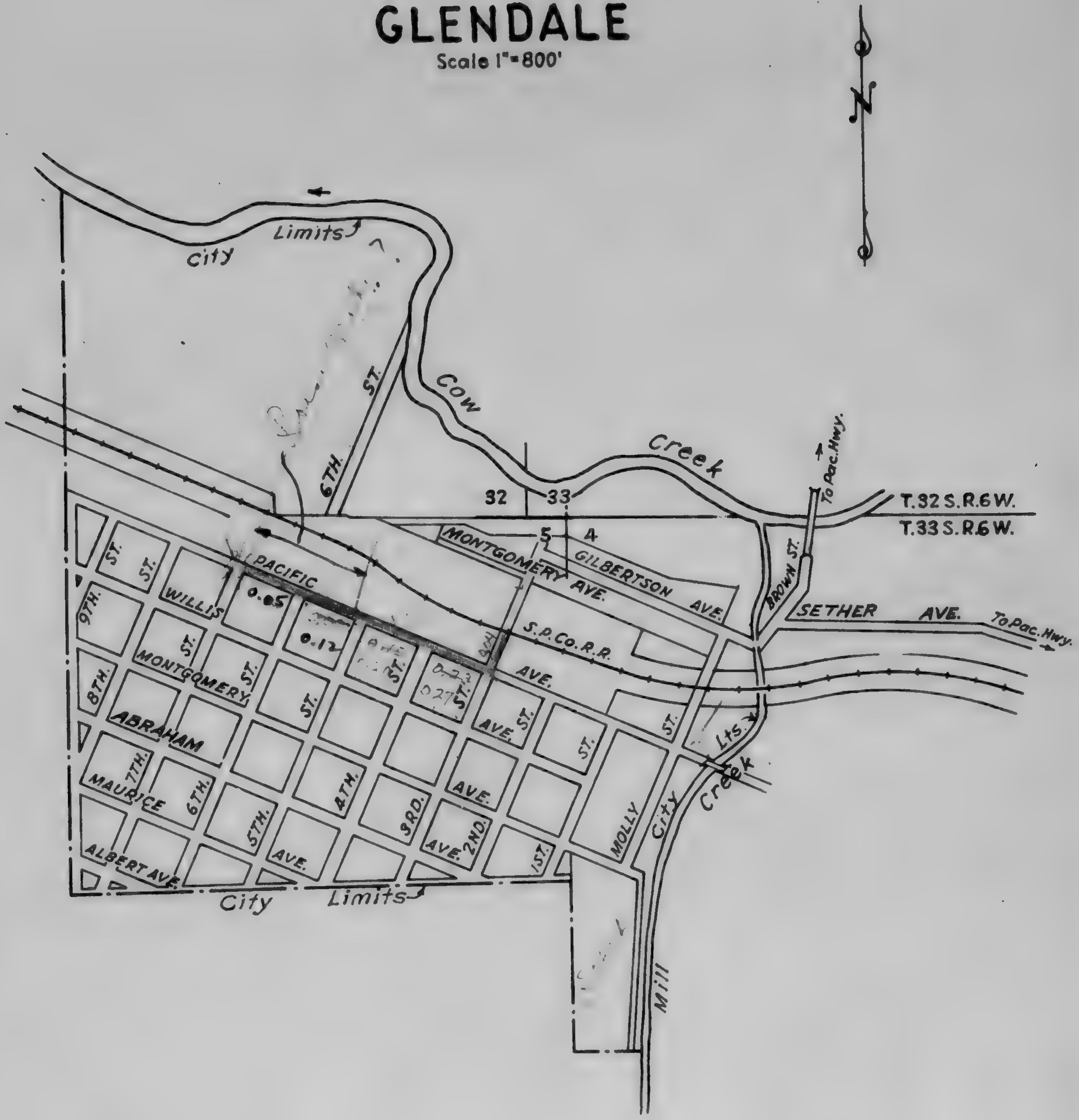
(h) Upon being furnished by the State with an itemized statement of the total cost of said project, the City shall promptly pay to the State its share of said costs as provided for in paragraph (b) under "GENERAL DESCRIPTION OF SAID PROJECT AND APPORTIONMENT OF COSTS THEREOF BETWEEN STATE AND CITY."

1. The City represents to the State that it has funds available and at its immediate disposal for said project in the amount of $3,500 which sum shall be payable to the State upon demand by the State.

2. It is understood and agreed that when the entire project has been completed and the total cost thereof determined, that if the

GLENDALE

Scale 1"=800'



Rev. 8-29-49

Glendale 11-29-50

Contacted A. J. Mohr - Councilman on streets and new Mayor Layke Youngblood

The resolution calls for all of Pacific Ave, Molly Street and 3rd at Pacific Ave to to Montgomery Ave.

Investigation found Molly St Oiled in good Condition, Pacific Ave from Molly St to 3rd is paved with A.C. in good condition 3rd St from R R northerly to Montgomery good condition.

3rd St from R.R Southerly to Pacific bad condition and Pacific from 3rd to approximately 7th on to bridge over Creek Are in bad Condition. (0.31 mile)

This route is heavily traveled by log trucks and would qualify

Glendale

Saw A.U. Mohr Councilman on street
and ~~Mgr.~~ Youngblood new mayor

3rd for 0.04 bad below R.R Crossing (6)

Pacific bad has been oiled but (0.30?)
from 5th to 7 should be raised about 1'
3rd to 4th not ~~too~~ bad but should have new pavement
4th to 5 bad 5'ac"??

balance of Pacific from 3rd to ~~Molly~~ has
5" ac [illegible]

[illegible]
[illegible]

[illegible] officials
should have select section
see new officials

Layke

~~Layke~~

Youngblood

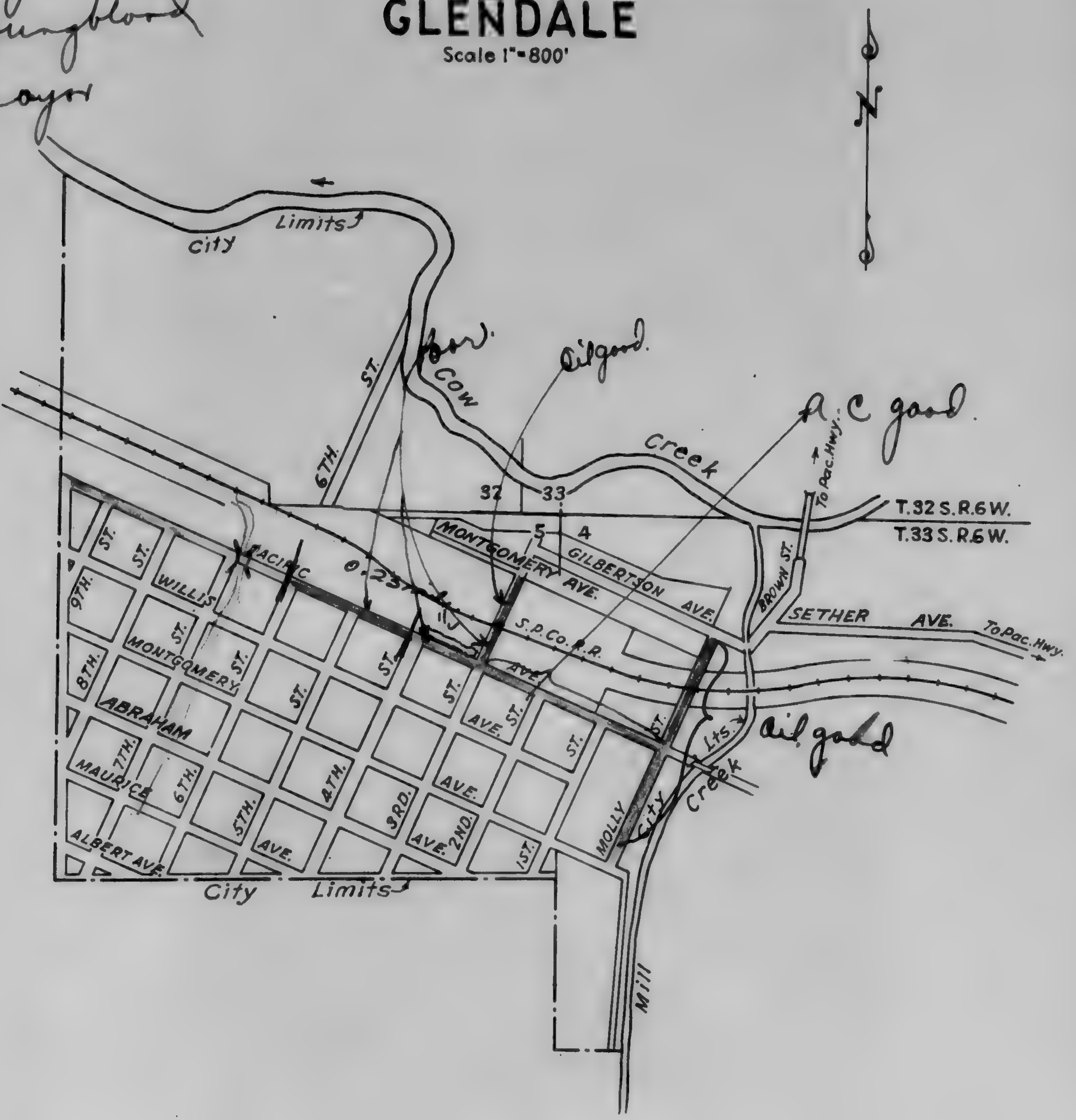
mayor

A. O. Mohr.

Counil man on Street

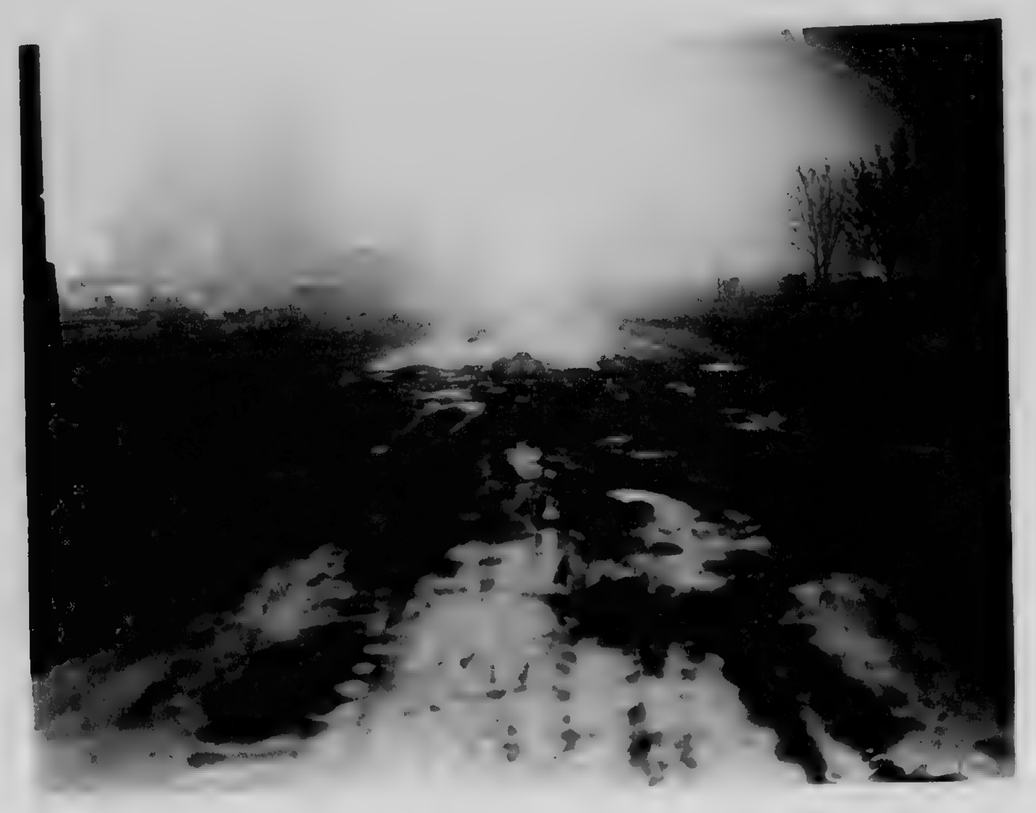
GLENDALE

Scale 1"=800'

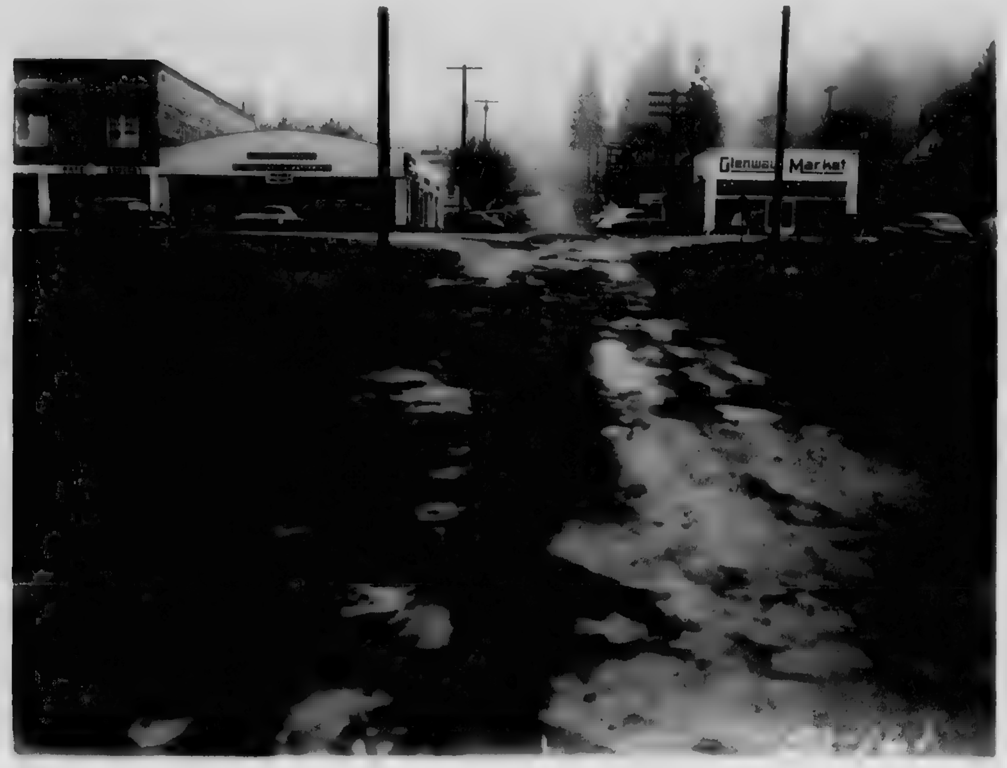


Rev. 8-29-49

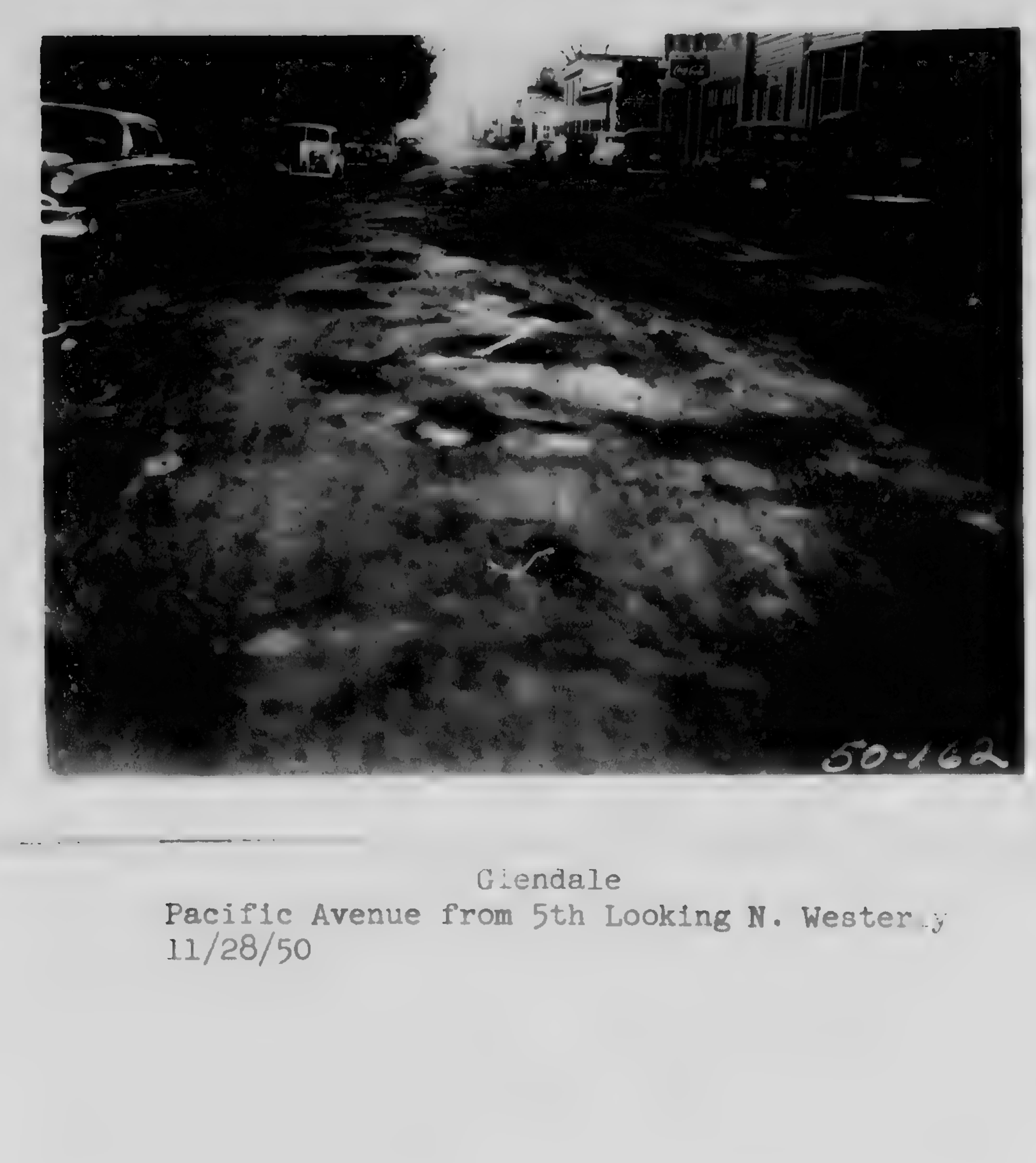
6.



Glendale
Pacific Avenue from 7th Street Looking S.E.
11/28/50

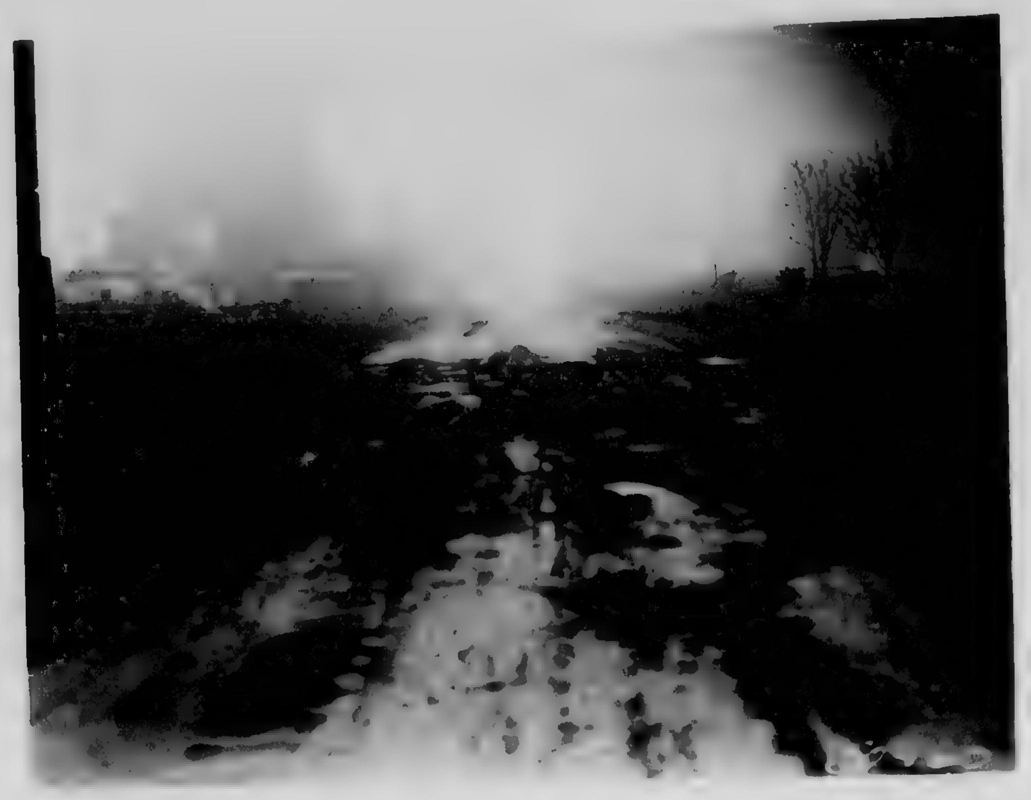


Glendale
3rd Street from RR Looking N.E. to Pacific
11/28/50

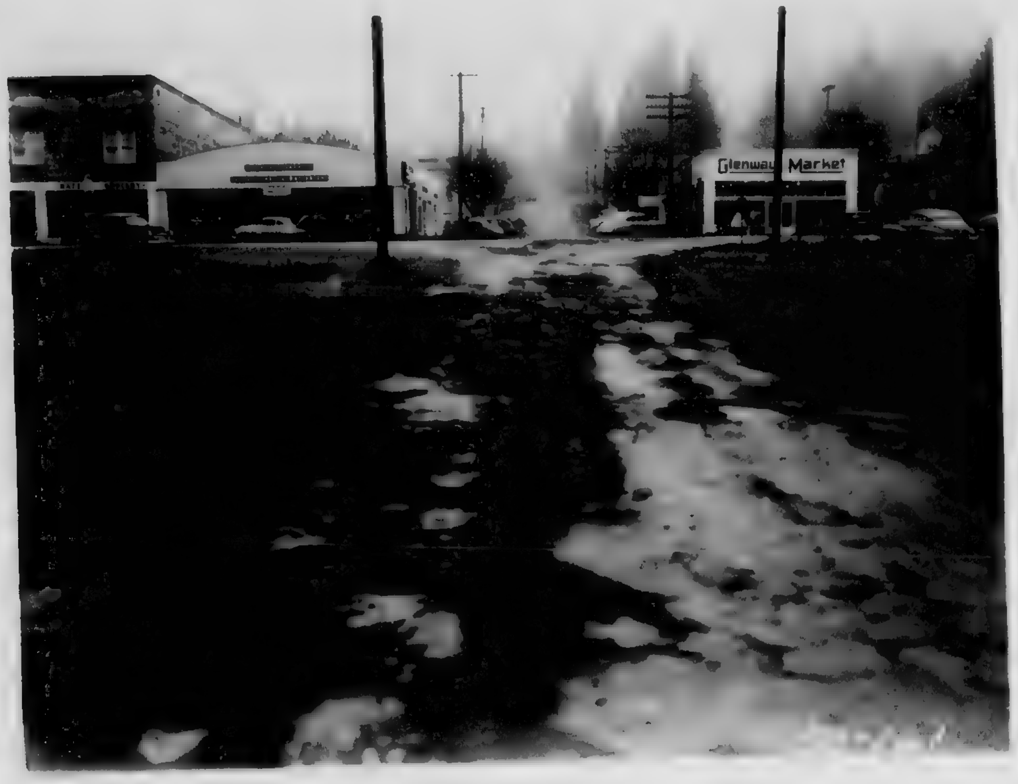


Glendale
Pacific Avenue from 5th Looking N. Westerly
11/28/50

Glendale

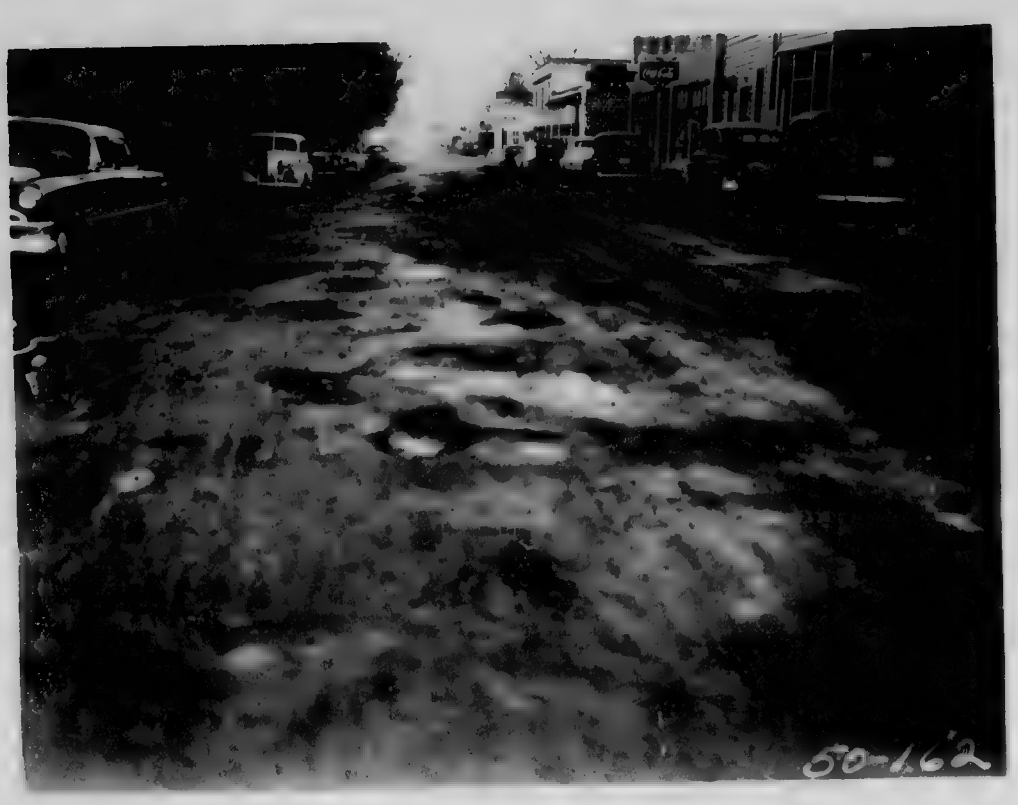


Pacific Avenue from 7th looking S. Easterly
11-28-50



3rd Street from R R looking N. E to Pacific
11-28-50

Glendale



Pacific Avenue from 5th looking to 4th.
11-23-50

Form cc-50
Special City Allotment

10-31-50

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of GLENDALE, ORE. is an incorporated city of the State of Oregon, and has a population of 867, as given by the latest official census, and

WHEREAS, the following streets of said city, PACIFIC AVENUE, MOLLY STREET AND 3rd STREET FROM PACIFIC AVENUE TO MONTGOMERY STREET INTERSECTION

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

PACIFIC AVENUE, MOLLY STREET AND 3rd. STREET FROM PACIFIC AVENUE TO MONTGOMERY STREET INTERSECTION

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of GLENDALE, ORE. does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate THE MAYOR as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 31st. day of OCTOBER, 1950.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

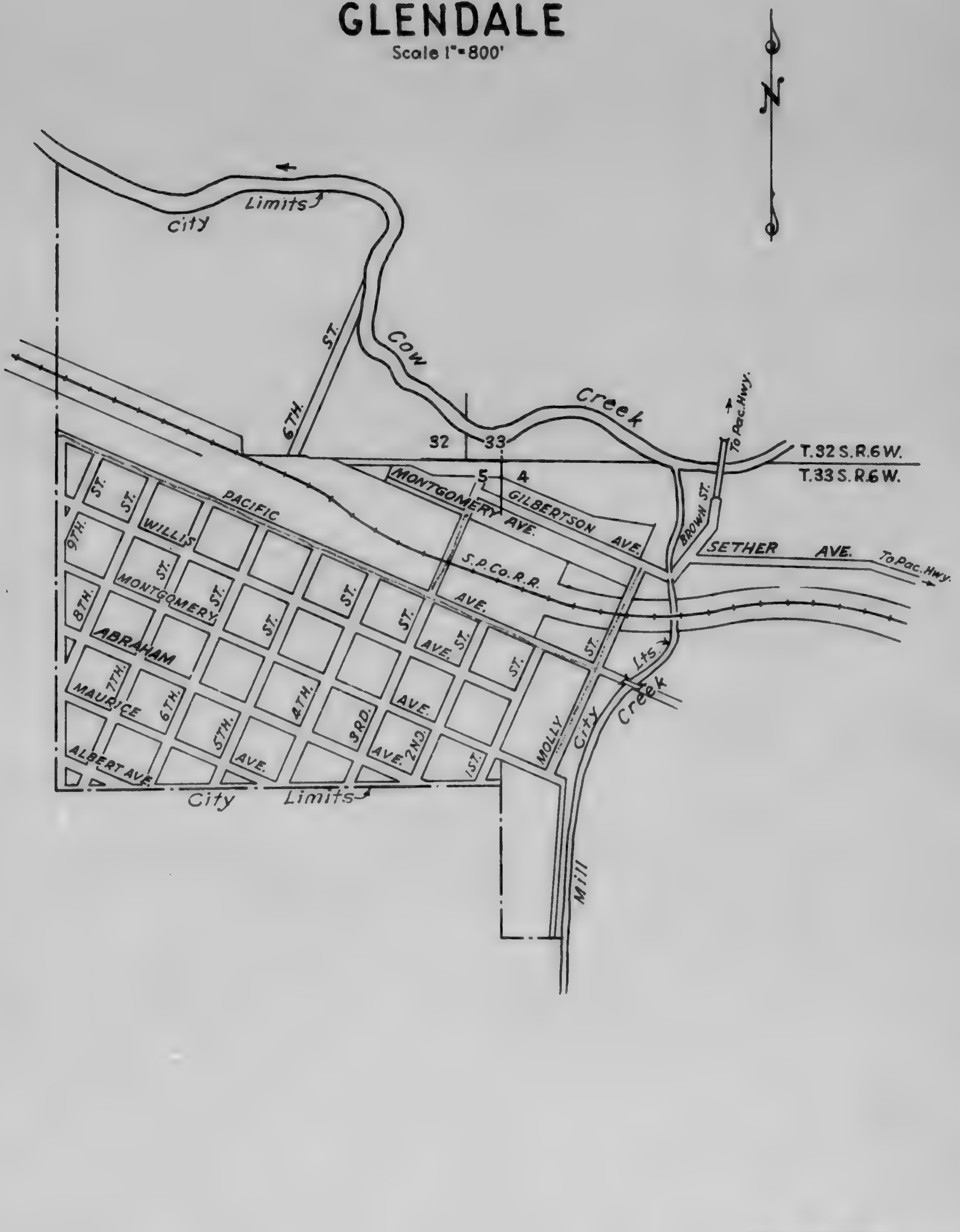
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of GLENDALE, ORE. at a regular or special meeting of said council, held on the 31st. day of OCTOBER, 1950, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 31st. day of OCTOBER, 1950.

C. W. Clark
City Recorder

GLENDALE

Scale 1" = 800'



Rev. 8-29-49

September 19, 1950

Mr. C. W. Clark
City Recorder
Glendale, Oregon

Dear Sir:

Reference is made to your letter of September 17 re application for street improvement under the special city allotment fund. Enclosed are two copies of a resolution form to be used in making such application. After the resolution has been filled out and adopted by the City Council, please return one signed copy to this office prior to October 1, 1950.

After receipt of this application, a representative of this office will call on you and go over the proposed improvement with you. Early in 1951 your application, along with those of other cities, will be presented to the State Highway Commission for consideration in preparing the 1951 program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

mm
Encl.

CITY OF GLENDALE, OREGON
RECORDER'S OFFICE
Glendale, Oregon

September I7, I950.

Mr. John W. Cattrall, Engineer
State Highway Dept.
Salem, Oregon.

Dear Sir:

The City of Glendale, Oregon feels that they have a street which qualifies under the law,Re: Chapter 428, Oregon Laws, I947, as amended by Chapter I49, Oregon Laws, I949.

Please send the necessary forms, as the City of Glendale, Oregon wishes to apply for this fund.

Yours truly,
C. W. Clark
City Recorder

RECEIVED
SEP 19 1950
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
SEP 19 1950

BFI-324(4) Hayesville School-Turner 1952
Rd. Unit, Salem By-Pass Sec.,
#3765 Pacific Hwy. East

Form E-1—10M

EFI-304(1)
3115

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April - 3, 1954

Section Hayesville School - Turner Road

Kind of work Grading

Highway Pacific Ext.

Section prefix 24-1053

Contractor [illegible]

Contract number

Date of contract July - 11, 1952

Date of completion , 19

Date work started July - 31, 1952

Estimated date of completion , 19

Amount of contract $

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible] of gravel
[illegible] On
[illegible]
[illegible]

[illegible]
[illegible]
[illegible]

RECEIVED
APR 15 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed Kermit E. [illegible]

Address Room 208 - Lab. Bldg - Hwy. Shops
Salem - Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date	7345	— Hauling [illegible] concluded.			
Average daily quantities	517				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., [illegible] Trucks, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear Cold		
Monday	Fair		
Tuesday			
Wednesday	Partly cloudy		
Thursday	Light showers		
Friday	"		
Saturday	"		

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities		[illegible]			
Estimated quantities moved or placed to date	7345	[illegible]			
Average daily quantities	514				
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

12 - 5 [illegible]

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear Cold		
Monday	Fair		
Tuesday	"		
Wednesday	Partly cloudy		
Thursday	Light Showers		
Friday	"		
Saturday	"		

State Printing

RECEIVED
[illegible]
FOR FILING

BF1-324(4)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 5, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3765	10-final	VERNIE JARL	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1873	R-86716	[redacted] 6,243.02	2/4/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 31, 1953

Time Extensions: Extended to Oct. 15, 1953 without penalty

Completion Date: Sep. 26, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-9-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
a.a. Wicklander

NOTED ON CARD
[illegible]

5 6

RECEIVED
FOR FILING

[illegible]

3765

January 26, 1954

General Casualty Company of America
Dooly & Company
Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3765 for work performed on the Hayesville School-Turner Road Unit of the Salem By-pass Section of the Pacific Highway East in Marion County was completed by the contractor, Vernie Jarl, on September 26, 1953, and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $6,243.02 will be released to the contractor on or after February 5, 1954. The total contract amount is $208,100,53, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

do
cc: General Casualty Company of America
General Insurance Bldg.,
Seattle 5, Washington

cc: General Casualty Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

NOTED ON CARD

[illegible]

Form E-1-10[illegible]

EF1-324(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 5, 1953

Section Hayesville School - Turner Road

Kind of work Grading

Highway Pacific East

Section prefix 24-1053

Contractor Vernie Earl

Contract number 3765

Date of contract July - 11, 1952

Date of completion ...., 19....

Date work started July - 31, 1952

Estimated date of completion ...., 19....

Amount of contract $210870 55

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering . . . $........

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $16365 57, 101,377 %

Date project was completed Sept - 26, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All drainage on this Section O.K.

Road Closed barricades errected at approx. stations 49+00 and also just south of Ward Drive at 51+00 and also at sta 89+00 on South end of Job.

NOTED
B. A. MARTIN

RECEIVED
DEC [illegible] 1953
DIVISION ENGINEER

NOTED
FORREST COOPER

Signed

Address Room 208 - Lab. Bldg. - Hwy. Shops

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Contract Completed.

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Cloudy		
Tuesday	Misty		
Wednesday	Rain		
Thursday	Rain		
Friday	Rain		
Saturday	Rain		

State Printing

RECEIVED
NOV 19 1953
FOR FILING

BFI-[illegible]

3/[illegible]

November 17, 1953

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 2[illegible], 1953, had under discussion your request for an extension of time from July 31 to October 15, 1953 within which to complete your contract No. 3765, covering the Hayesville School-Turner Road Unit, Salem By-Pass Section of the Pacific Highway East in Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

Kenneth E. Bartel,
Resident Engineer

[illegible]. G. Smith,
Construction Engineer

RECEIVED
NOV 16 1953
FOR FILING

EF1-24141

9765

November 16, 1953

General Casualty Company of America
Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl on contract No. 3765, covering the Hayesville School-Turner Road Unit, Salem By-Pass Section of the Pacific Highway East in Marion County. This payment, in the amount of $3,600.06 will be released to contractor on or after November 27, 1953. The retained percentage is $6,243.02.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Department

RECEIVED
OCT [illegible]
FOR FILING

[illegible]-334(1)

October 22, 1953

Request for extension of time
No. 21
October 29 and 30 Meeting

Oregon State Highway Department

Gentlemen:

Herewith a request from Vernie Jarl for an extension of time on the Hayesville-Turner Road Unit of the Salem By-pass, Pacific Highway East, Contract No. 3765, from July 31, 1953 to October 15, 1953.

Failure of the grading contractor on the northerly portion of the project prevented Mr. Jarl from completing the surfacing on that section.

The delay was not the fault of the contractor and I, therefore, recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

CC Mr. H. G. Smith

EAP:js fp

RECEIVED
OCT 22 1953
FOR FILING

CFI-[illegible]

3765

October 21, 1953

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Vernie Jarl a portion of the funds heretofore retained by the Commission on contract No. 3765, for grading on the Hayesville School-Turner Road Unit, Salem By-Pass Section of the Pacific Highway East in Marion County.

This payment, in the amount of $40,504.17, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $6,129.20. The present payment will be released on or after October 31, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD
10-21-53

RECEIVED
FOR FILING

SFI-324(4)

3765

October 13, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 26, 1953 on Contract No. 3765, Hayesville School-Turner Road Unit Salem By-pass in Marion County in connection with Federal Aid Project No. SFI-324 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. H. Stiffler
Assistant State Highway Engineer

DBP:eg

cc: John Cattrall

RECEIVED
OCT 6 1953
FOR FILING

BFI-324(4)

3765

October 2nd, 1953

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Hayesville School-Turner Road Contract #3765, Oregon BFI-324(4), from July 31, 1953, to October 15, 1953, to Vernie Jarl Co., contractors.

Failure of the grading contractor on the northerly portion of the project prevented Mr. Jarl from proceeding the work of placing topping materials on the northerly unit. Since the delay was not the fault of the contractor, I recommend that the extension of time be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to: H. G. Smith

RECEIVED
OCT 6 1953
FOR FILING

BFI-324(4)

3765

October 2nd, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Hayesville School-Turner Road Contract #3765, Oregon BFI-324(4), from July 31, 1953, to October 15, 1953, to Vernie Jarl Co., contractors.

Failure of the grading contractor on the northerly portion of the project prevented Mr. Jarl from proceeding the work of placing topping materials on the northerly unit. Since the delay was not the fault of the contractor, I recommend that the extension of time be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc to: H. G. Smith

RECEIVED
FOR FILING
CFI-324(4)

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

3766

Project	Hayesville School - Turner Rd.			Prefix No.	24-1053
Highway	Pacific Hwy. E.			County	Marion
Contractor	Vernie Jarl	Contract No.	3765	F. A. Project No.	CFI-324(4)
Submitted by	E. E. Bartel			Date reported	Sept. 17, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Channel Change at Sta. 35+00	Sampled at	Pit		
To be used	Base Surfacing			Date received	Sept. 17, 1953
Sampled by	Barney Ball			Quantity represented	

TEST RESULTS

Laboratory No. 318464
Data Sheet No. 436339
Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	16.2	16.2	
1½	10.3	26.5	
1	11.9	38.4	
3/4	8.0	46.4	
1/2	11.4	57.8	
1/4	13.3	71.1	
10	8.5	79.6	
40	9.8	89.4	
Pass	10.6	10.6	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	25	%
Manufactured fines		%

NOTED
N. C. [illegible]

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Walker
x Resident Engineer Bartel
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing 66226

Form R-61—15M—6-50

.EGON STATE HIGHWAY DEPAR NT
Materials Division

LABORATORY REPORT

EF1-324(4)

Project [illegible]ville School - Turner Rd.
Highway Pacific Hwy. E.
Contractor 3765 Vernie Earl
Submitted by R. E. Bartel

Contract No. 3765

Prefix No. Sr-1053
County Marion
F. A. Project No. ERF-324(4)
Date reported Sept. 15, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Channel Change, Sta. 35
Sampled at Pit
Date received Sept. 15, 1953
Quantity represented 2000 C.Y.
To be used Base Surfaing
Sampled by Barney Bull

TEST RESULTS

Laboratory No. 318210
Data Sheet No. A36337

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	5.1	5.1	
1½	22.9	28.0	
1	22.9	50.9	
3/4	9.3	60.2	
1/2	9.3	69.5	
1/4	10.0	79.5	
10	5.1	84.6	
40	9.3	93.9	
Pass	6.1	6.1	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	10	%
Manufactured fines		%
Liquid limit: Natural fines	40	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Walker
- x Resident Engineer Bartel
- Dist. Maint. Supt.
- Foreman
- x Files
- x W C Williams

Engineer of Materials

State Printing 08326

Form B-61—1524—3-50

W. C. WILLIAMS

EEI-

37

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project Haynesville School - Turner Rd.
Highway Pacific Hwy. E.
Contractor Vernie Jarl
Submitted by L. E. Bartel
Contract No. 3765
Prefix No. 24-1053
County Marion
F. A. Project No. EPI-324(4)
Date reported Sept. 14, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Sta. 35+00
Sampled at Pit
To be used Base Surfacing
Sampled by Barney Bull
Date received Sept. 14, 1953
Quantity represented

TEST RESULTS

Laboratory No. 318026
Data Sheet No. A36335
Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	20.6	20.1	
1½	23.1	43.7	
1	9.2	52.9	
3/4	11.4	64.3	
1/2	12.0	76.3	
1/4	3.1	79.4	
10	4.2	83.6	
40	3.9	87.5	
Pass	12.5	12.5	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 8 %
Manufactured fines %
Liquid limit: Natural fines 39 %
Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
- X Bureau of Public Roads
- X Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- X Division Engineer Walker
- X Resident Engineer Bartel
- Dist. Maint. Supt.
- Foreman
- X Files
- X W. C. Williams

Engineer of Materials

State Printing 08226

Form E-61—15M—8-53

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

NOTED
W. C. WILLIAMS

LABORATORY REPORT

Project	Hayesville School-Turner Rd.			Prefix No.	24-1053
Highway	Pacific Hy. E.			County	Marion
Contractor	Vernie Jarl	Contract No.	3765	F. A. Project No.	S-324(4)
Submitted by	K. E. Bartel			Date reported	Sept. 14, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Sta. 35	Sampled at			Pit
To be used	Base Topping			Date received	Sept. 14, 1953
Sampled by	Barney L. Bull			Quantity represented	2000 c.y.

TEST RESULTS

Laboratory No. 318029
Data Sheet No. A36336

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	5.2	5.2	
1½	10.3	15.5	
1	23.3	38.8	
3/4	10.7	49.5	
1/2	16.7	66.2	
1/4	17.5	83.7	
10	10.3	94.0	
40	3.5	97.5	
Pass	2.5	2.5	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	11	%
Manufactured fines		%
Liquid limit: Natural fines	40	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:

x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Walker
x Resident Engineer Bartel
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing 06226

RECEIVED
SEP 15 1953
FOR FILING
BFI-324(4)

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Hayesville School-Turner Road			Prefix No.	24-1953
Highway 3765	Pacific East			County	Marion
~~Contractor~~	Vernie Jarl	Contract No.	3765	F. A. Project No.	BFI-324 (4)
Submitted by	K. E. Bartel			Date reported	Sept. 11, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

~~Source of material~~	Channel Change, Sta. 35	Sampled at	Sta. 141	Date received	Sept. 10, 1953
To be used	Base Surfacing			Quantity represented	2000 c.y.
Sampled by	S. L. Bull				

TEST RESULTS

Laboratory No. 317763
Data Sheet No. A-36333

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3½	10.3	10.3	
3	0	10.3	
2	5.7	16.0	
1½	10.5	26.5	
1	15.7	42.2	
3/4	9.6	51.8	
½	10.9	62.7	
¼	10.5	73.2	
10	8.5	81.7	
40	6.3	88.0	
P40	12.0	12.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	10	%
Manufactured fines		%
Liquid limit: Natural fines	36	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Walker
x Resident Engineer Bartel
Dist. Maint. Supt.
Foreman
x Files
x Williams

Engineer of Materials

State Printing 68226

Form E-61—15M—6-53

EGON STATE HIGHWAY DEPART NT

Materials Division

NOTED
W. C. WILLIAMS

LABORATORY REPORT

Project Oakland Jct.-Deady
Highway Pacific
Contractor White Bros. Co.
Submitted by R. D. Asburry
Contract No. 3749
Prefix No. 10-1057
County Douglas
F. A. Project No. FI-189 (11)
Date reported Sept. 11, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Metzer Bar, 3.0 mi. E. of Wilbur, N. Umpqua River
Sampled at Sta. 1792
To be used Base Surfacing
Sampled by A. O. Aydelott
Date received Sept. 10, 1953
Quantity represented 2000 c.y.

TEST RESULTS

Laboratory No. 317864
Data Sheet No. A-18491

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	9.5	9.5	
1½	6.7	16.2	
1	7.9	24.1	
3/4	8.3	32.4	
½	11.9	44.3	
¼	15.4	59.7	
10	13.8	73.5	
40	16.6	90.1	
P40	9.9	9.9	
Total	100.0		

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:
Abrasion, per cent wear, Los Angeles Rattler
Specific gravity (Le Chatelier)
Unit weight, dry rodded, lbs. per cubic foot
Unit weight, loose, lbs. per cubic foot
Fineness factor
Sodium sulfate test, per cent loss
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 11 %
Manufactured fines %
Liquid limit: Natural fines 36 %
Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P.I.

TEST REPORT DISTRIBUTION:
x Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Edwards
x Resident Engineer Asburry
Dist. Maint. Supt.
Foreman
x Files
x W. C. Williams

Engineer of Materials

State Printing 66226

RECEIVED
SEP 14 1953
FOR FILING

BFI-324(4)

4475

September 10, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

In reply to your letter of September 1 having reference to high P.I. content in materials being used for surfacing on Oregon Project BFI-324 (4), please be advised that upon receipt of your letter I requested the Construction Engineer to make an immediate investigation.

Mr. Smith has made such an investigation, and I quote herein his report to me covering this matter:

"I wish to advise that after receiving this letter I made an inspection with Mr. Walker and found that the gravel pit is not uniform, but that the contractor's operations are confined to the better sections of the pit. This requires frequent moving, and occasionally a few loads of material are hauled out which are above the specifications' limits. The inspector, however, has been ordered to send in the worst samples which are delivered onto the grade, and, therefore, the few which fail to pass the specifications are inconsequential.

"The contractor hauled over completed subbase during the heavy rains of two weeks ago with heavy Euclid equipment, which is much beyond the legal weights, and no evidence of failure was apparent during the rains.

"In my opinion this material is entirely adequate as a subbase for the pavement. It is the only material available, the use of the Mill Creek water by downstream industries precludes any washing and the only practical method is to continue as is being done by exercising the greatest care possible."

For your information, since receipt of your letter we have received one or two laboratory reports indicating a rather high P.I., and we are now keeping an inspector in close touch with the pit operations in an attempt to avoid the incorporation of any unsuitable materials in those being placed on the roadway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 8th, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In answer to Mr. Polk's letter concerning high P.I. of the special borrow excavation for the Hayesville School-Turner Road Project, Contract #3765, under contract to Vernie Jarl, I wish to advise that after receiving this letter I made an inspection with Mr. Walker and found that the gravel pit is not uniform, but that the contractor's operations are confined to the better sections of the pit. This requires frequent moving, and occasionally a few loads of material are hauled out which are above the specifications' limits. The inspector, however, has been ordered to send in the worst samples which are delivered onto the grade, and, therefore, the few which fail to pass the specifications are inconsequential.

The contractor ~~carried on his operations~~ hauled over completed subbase during the heavy rains of two weeks ago with heavy Euclid equipment, which is much beyond the legal weights, and no evidence of failure was apparent during the rains.

In my opinion this material is entirely adequate as a subbase for the pavement. It is the only material available, the use of the Mill Creek water by downstream industries precludes any washing and the only practical method is to continue as is being done by exercising the greatest care possible. //

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 1, 1953

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-324(4),
Hayesville School-Turner Road

Dear Sir:

It has been noted that some laboratory reports on the pit-run gravel materials to be used for base surfacing on subject project indicate that an unsatisfactorily high P.I. is present.

Visual inspection in the field of the materials being placed also reveals the presence of clay lumps in what appears to be a larger than tolerable percentage.

We are, naturally, concerned about the matter and would appreciate your advising us as to the steps you are taking to assure completion of the work in accordance with specifications.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

x
x W. C. Williams

State Printing 66226

Form E-61—15M—5-53

EGON STATE HIGHWAY DEPART[illegible]T
Materials Division

LABORATORY REPORT

Project	Hayesville School-Turner Rd.	Prefix No.	24-1053
Highway	Pacific Hwy. E.	County	Marion
Contractor	Vernie Jarl	F. A. Project No.	BFI-324(4)
Submitted by	K. E. Bartel	Date reported	Sept 9 1953

Contract No. 3765

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Channel change at Sta. 35+00	Sampled at	Sta. 167
To be used	Base surfacing	Date received	Sept 9 1953
Sampled by	Barney L. Bull	Quantity represented	2000 c.y.

TEST RESULTS

Laboratory No. 317643
Data Sheet No. A-36332

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	6.6	6.6	
2	8.9	15.5	
1½	14.8	30.3	
1	20.1	50.4	
3/4	10.7	61.1	
1/2	10.2	71.3	
1/4	9.9	81.2	
10	5.1	86.3	
40	5.6	91.9	
P40	8.1	8.1	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	11	%
Manufactured fines		%
Liquid limit: Natural fines	39	%
Manufactured fines		%

NOTED
W. C. WILLIAMS

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Walker
- x Resident Engineer Bartel
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 06236

RECEIVED
FOR FILING

FORM E-90 25M 9-51 92315

BFI-324(4)

2765

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 8, 1953

SUBJECT:

To:
Mr. J. D. Walker
Division Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

Two lab reports dated September 4, 1953 and bearing the lab numbers 317110 and 317225 indicate the PI in excess of the allowable amount, particularly 317225 which shows 11%.

Please investigate this immediately and use every effort to hold this material within the specifications.

If you have not already done so, I recommend that a material inspector be placed in the pit to watch for pockets of poor material.

Please use every effort to correct this condition.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

Form E-61—15M—6-52

EGON STATE HIGHWAY DEPART NT
Materials Division

LABORATORY REPORT

Project	Hayesville School-Turner Rd.			Prefix No.	24-1053
Highway	Pacific Hwy. E.			County	Marion
Contractor	Vernie Jarl	Contract No.	3765	F. A. Project No.	FI-324(4)
Submitted by	K. E. Bartel			Date reported	Sept 4 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Channel Change Sta. 35	Sampled at	Sta. 206		
To be used	Base surf.			Date received	Sept 3 1953
Sampled by	Barney L. Bull			Quantity represented	2000 c.y.

TEST RESULTS

Laboratory No. 317225

Data Sheet No. -36328

Type of material Gravel

Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	3.6	3.6	
1½	17.5	21.1	
1	19.1	40.2	
3/4	11.3	51.5	
1/2	12.5	64.0	
1/4	12.3	76.3	
10	6.0	82.3	
40	10.7	93.0	
P40	7.0	7.0	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	11	%
Manufactured fines		%
Liquid limit: Natural fines	37	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Walker
- x Resident Engineer Bartel
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 86526

Form E-61—15M—5-53

EGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Hayesville School - Turner Rd.	Prefix No.	[illegible]-1953
Highway	Pacific Hwy. E.	County	Marion
Contractor	Vernie Jarl	F. A. Project No.	[illegible](4)
Submitted by	K. L. Bartel	Date reported	Sept. 4, 1953

Contract No. 3765

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Channel Change, Sta. 35+00	Sampled at	Sta. 237
To be used	Base Surfacing	Date received	Sept. 2, 1953
Sampled by	Harvey L. Bull	Quantity represented	2000 c.y.

TEST RESULTS

Laboratory No. 317110
Data Sheet No. [illegible]

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	6.1	6.1	
1¼	10.2	16.3	
1	13.2	29.5	
3/4	10.2	39.7	
1/2	13.8	53.5	
1/4	16.1	69.6	
10	10.7	80.3	
40	11.3	91.6	
Pass	8.4	8.4	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	35	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Slight excess P.I.

TEST REPORT DISTRIBUTION:
- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Walker
- x Resident Engineer Bartel
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 66236

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Bond Issue Project No. BFI-324(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1952, a program, which was approved on the 28th day of March, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of May, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty thousand and 00/100 dollars ($120,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by ~~Chapter [illegible], Oregon Laws 1949, as amended by~~ Chapter 491, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

~~(*b*) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 67+37.01 in the NE 1/4, Section 12, T. 7 S., R. 3 W., W.M., and survey station 290+00 in the SW 1/4, Section 31, T. 7 S., R. 2 W., W.M., except stations 104+69.69 to 106+13.69, 156+97.01 to 158+41.01, 170+63.09 to 172+07.09, 237+84.5 to 238+94.5 and 251+75.60 to 253+19.60, length 4.088 miles, in Marion County, being Oregon Federal Aid / Bond Issue project No. NFI-324(4), consisting of 4.088 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **one hundred twenty thousand and 00/100** dollars ($**120,000.00**), which does not exceed the authorized Federal pro rata share of **two hundred twenty thousand, eight hundred sixty-nine and 00/100** dollars ($**220,869.00**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M F McGuin
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

[illegible] FOR APPROVAL:

STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JAN 15 1953
DIVISION 8

Oregon State Highway Department

Federal-aid Project
No. HFI-324 (4)

HAYESVILLE-TURNER ROAD SECTION OF THE PACIFIC HIGHWAY EAST (SALEM BY PASS) IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 16, 1952

Type Code 0011
Roadway (Sta. 67+31.01 to 290+00)

All Required		Clearing and Grubbing		$ 20,000.00
80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	240.00
254,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	88,900.00
488,000	yd. mile	Truck Haul on Special Borrow	0.18	87,840.00
0.94	mile	Finishing Roadbed & Slopes	1,000.00	940.00
290	lin. ft.	18-inch Concrete Pipe	3.00	870.00
200	lin. ft.	24-inch Concrete Pipe	4.50	900.00
100	lin. ft.	30-inch Concrete Pipe	7.00	700.00
200	M-gals.	Sprinkling	2.00	400.00
		Subtotal		$200,790.00
		10% Engr. & Cont.		20,079.00
		Total		$220,869.00

Length of Roadway	4.088 miles
Length of Structures	0.130 mile (Exceptions)
Total Length	4.218 miles
Cost per Mile, Roadway	$54,028.62

Federal Funds	$120,000.00
State Funds	100,869.00
	$220,869.00

State Funds for Constr.: Chap. 175, laws 1917; chap. 31, laws 192[illegible]; chap. 529, laws 1939; chap. 491, laws 1951.

State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BFI-324 (4)

HAYESVILLE-TURNER ROAD SECTION OF THE PACIFIC HIGHWAY EAST (SALEM BY PASS) IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 0011
Roadway (Sta. 67+31.01 to 290+00)

All Required		Clearing and Grubbing		$ 8,000.00
80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	240.00
254,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	88,900.00
488,000	yd. mis.	Truck Haul on Special Borrow	0.18	87,840.00
0.94	mile	Finishing Roadbed and Slopes	600.00	564.00
290	lin. ft.	18" Concrete Pipe	3.50	1,015.00
200	Lin. ft.	24" Concrete Pipe	4.50	900.00
100	lin. ft.	30" Concrete Pipe	6.25	625.00
200	M-gals.	Sprinkling	2.50	500.00
			Subtotal	$188,584.00
			10% Engr. & Cont.	18,858.40
			Total	$207,442.40

Length of Roadway	4.088 miles
Length of Structures	0.130 mile (Exceptions)
Total Length	4.218 miles
Cost per mile, Roadway	$50,774.22

Federal Funds		$120,000.00
State Funds		87,442.40
	TOTAL	$207,442.40

Oregon State Highway Department

Federal Aid Project
No. BFI-324 (4)

HAYESVILLE-TURNER ROAD SECTION OF THE
PACIFIC HIGHWAY EAST (SALEM BY-PASS)
IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 8, 1952

Type Code 0011
Roadway (Sta. 67+31.01 to 290+00)

All Required		Clearing and Grubbing		$ 10,000.00
80	cu. yds.	Structural Excavation, Unclassified	$ 3.00	240.00
254,000	cu. yds.	Special Borrow Excavation, Unclassified	0.35	88,900.00
488,000	yd. mi.	Truck Haul on Special Borrow	0.15	73,200.00
0.94	mile	Finishing Roadbed and Slopes	600.00	564.00
290	lin. ft.	18-inch Concrete Pipe	3.50	1,015.00
200	lin. ft.	24-inch Concrete Pipe	4.50	900.00
100	lin. ft.	30-inch Concrete Pipe	6.25	625.00
200	M-gals.	Sprinkling	2.50	500.00
			Subtotal	$175,944.00
			10% Engr. & Cont.	17,594.40
			Total	$193,538.40

Length of Roadway	4.088 miles
Length of Structures	.130 mile (Exceptions)
Total Length	4.218 miles
Cost per mile, Roadway	$47,343.05

Federal Funds- -	$120,000.00
State Funds- -	73,538.40
	$193,538.40

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P. S. and E. documents for Oregon Project BFI-324(4), Hayesville School-Turner Road Section, Salem By-Pass Unit of the Pacific Highway East, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P, S, and E. documents for Oregon Project HFI-324(4), Hayesville School-Turner Road Section, Salem By-Pass Unit of the Pacific Highway East, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

HAYESVILLE-TURNER ROAD SECTION

Project No. HFI-324 (4)

While negotiation for rights of way are in progress, two have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within eighteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1952

RECEIVED
SEP 25 1952
FOR FILING

GFI-[illegible](4)

5768

2692

Indexed
Alphabetically

Ore, Pulp & Paper

September 19, 1952

Mr. W. E. Keyes
Attorney at Law
305-8 Pioneer Trust Building
Salem, Oregon

Dear Mr. Keyes:

Relative to changing of Mill Creek east of Salem, please be advised that the new channel will not be placed in operation until sometime next year. We have advised both our field engineer and the contractor to get in touch with the Oregon Pulp and Paper Company and arrange for the changeover to come at a time that will not interfere with mill operations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. Vernie Jarl
Mr. J. D. Walker

SIGN

R

FORM E-30 37,500 4-52 86806

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 15, 1952

SUBJECT:

To: Mr. W. C. Williams,
Assistant State Highway Engineer,
Department.

NOTED
W. C. WILLIAMS

L

Dear Sir:

Please refer to Assignment 3682, letter of W. E. Keyes regarding changing channel of Mill Creek east of State Street on Salem By-Pass.

The new channel will not be placed in operation until next year. Both the resident engineer and the contractor have been instructed to get in touch with the Oregon Pulp and Paper Company and arrange for the changeover to come at a time that will not interfere with mill operations.

Yours very truly,

JDWalker
J. D. Walker,
Division Engineer.

JDW:AM

RECEIVED
SEP 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

R

WALTER E. KEYES
LAW OFFICES
305-6 PIONEER TRUST BUILDING
SALEM, OREGON

September 10, 1952

PLEASE RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Office Building,
Salem, Oregon.

Dear Sir:

I am attorney for the Oregon Pulp and Paper Company and the manager of the mill here at Salem, Mr. Heinlein, has just called my attention to the fact that you are changing Mill Creek East of the penitentiary. It is essential that this work be done in such manner as not to injure the paper mill. I might state that the water in Mill Creek is brought from the North Santiam River by the paper mill and that the paper mill cannot operate without the constant use of the full supply of water during working hours. It is also essential that the work be done in such manner as not to muddy the water as all the water has to be filtered before being used to make paper. It is also essential that when the water is turned into the new ditch that it be done on a Sunday morning after seven o'clock, and then after consulting the manager Mr. Heinlein so that he can make any necessary preparations. The reason for making the change on Sunday is that on the other days the mill works three shifts, but usually does not work a Sunday.

It is the desire of the paper mill to work with you in this matter, but in view of the fact that the paper mill works 700 men it is highly necessary that the shifting of the water in the new ditch be done in such a manner as not to shut down the mill.

Thanking you for your cooperation in this matter, I remain

Yours truly,

W E Keyes

W. E. Keyes

NOTED
W. C. WILLIAMS

SEP 11 1952

WEK:imr
cc Vernie Jarl

RECEIVED
AUG 6 1952
FOR FILING

3765

August 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 31, 1952, on Contract No. 3765, Hayesville School-Turner Road Unit, Salem By-Pass Section, in connection with Federal Aid Project No. BFI-324 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assitant State Highway Engineer

MCW:mlr

RECEIVED
AUG [illegible]
FOR FILING

3765

August 4, 1952

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3765, which was awarded to you on July 11, 1952 by the State Highway Commission, covering Grading on the Hayesville School-Turner Road Unit, Salem By-pass Section of the Pacific Highway East in Marion County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 15 1952
FOR FILING

765

July 14, 1952

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3765 for grading and construction of selected gravel course on the Hayesville School-Turner Road Unit of the Salem By-pass Section of the Pacific Highway East in Marion County. This award was based on your bid of R200,790.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

wbr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franswa

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 11, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-324(4), Hayesville School-Turner Road Unit, Salem-Bypass, Pacific Highway, to Vernie Jarl, Gresham, Oregon, low bidder in the amount of $200,790.00 at the July 11, 1952 bid opening.

Very truly yours,

CG Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-324(4), Hayesville School-Turner Road Section Salem By-pass Unit of the Pacific Highway East, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

24-3639 Salem Heavy Equipment Shop 1952

#3766

RECEIVED
JUN 1 - 1953
FOR FILING

24 - 3639

(CONTRACT NO.) 3766

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 28, 1953

(EST. NO.)		(CONTRACTOR)
3766	10-final	Parker-Johnson Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9730	R-67412	$ 18,366.62	May 28, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: March 31, 1953

Time Extensions: to April 30, 1953 without penalty

Completion Date: April 30, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-1-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 1 1953
A. A. Wicklander

NOTED ON CARD
6-1-53

RECEIVED
MAY 22 1953
FOR FILING

1-[illegible]

3766

May 20, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3766 for construction of heavy equipment shop at the Salem Shops Section, Marion County, was completed by the contractor, Parker-Johnson Co., on April 30, 1953 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $18,366.62 will be released to the contractor on or after June 1, 1953. The total contract amount is $176,240.92 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

[illegible]

5-2[illegible]-53

RECEIVED
APR 17 1953
FOR FILING

[illegible]

[illegible]

April 16, 1953

Parker-Johnson Co.
2002 S. E. Clinton
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 30 days, from March 31 to April 30, 1953, within which to complete your contract No. 3766 for constructing heavy equipment shop at Salem Shops, Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: J. D. Walker,
Division Engineer

Haven Nutting,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
4-16-53 g

RECEIVED
MAR 2[illegible] 1953
FOR FILING

24-[illegible]

March 2[illegible], 1953

State Highway Commission

Request for extension of time
No. 10
April 8 and 9 meeting

Gentlemen:

Re: Heavy Equipment Shop at Salem
Contract 37[illegible]
Parker-Johnson Company, Contractor

Herewith a request from Parker-Johnson Company, contractor for the construction of the heavy equipment shop building at Salem, for an extension from the contract completion date, March 31, 1953, to and including April 30, 1953, for the completion of the work on this project.

The structure has a composition roof laid on concrete slabs, which requires dry weather in order to successfully put the roofing down. The interior finish could not be done until the roof was in place. The contractor was materially delayed because of weather conditions and has pushed the job with all practical speed when circumstances were such that he could.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

Form E-1—10M—7-50

24-3639

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 13, 1952

Section Heavy Equipment Shop

Kind of work Building Construction

Highway Salem Shops

Section prefix 24-3639

Contractor Parker Johnson Co

Contract number 3766

Date of contract july 11, 1952

Date of completion March 31, 1952

Date work started ...., 19......

Estimated date of completion March 31, 1952

Amount of contract $175,088.25

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $175,088.25

Per cent of contract completed, based on total contract price . . . .%

Engineering ~~cost to date~~ Our cost to date $ $345.71 ....%

Date project was completed ...., 19......

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Wed, & Thur checked drainage around new Heavy Equipment Shed and set grades for catch basins in preperation for future paving.

NOTED
H. G. SMITH

RECEIVED
DEC 15 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

RECEIVED
AUG 6 1952
FOR FILING

[illegible]
3766

August 5, 1952

Parker-Johnson Company
2002 S. E. Clinton
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3766, which was awarded to you on July 11, 1952 by the State Highway Commission, covering the Heavy Equipment Shop at Salem Shops Project in Marion County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-5-52

RECEIVED
JUL 15 1952
FOR FILING

3766

July 14, 1952

Parker-Johnson Company
[illegible]002 S. E. Clinton Street
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3766 for construction of the Salem Heavy Equipment Shop in Marion County. This award was based on your bid of $175,088.25 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

RECEIVED
FOR FILING
FORM E-30 25M 1-52 98419
[illegible]

Salem

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1952

SUBJECT:

To:
Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

RECEIVED
[illegible] 1 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Dear Sir:

In preparing plans for the heating system for the Heavy Equipment Repair Shop, deviations from Mr. DeFrance's letter of April 10 have been found necessary.

In order to introduce fresh air for ventilation through heating coils, it will be necessary to install a steam boiler. The subjection of hot water coils to outside air where the air will, at times, be below freezing is not a recommended procedure. Hot water for radiant floor heat will be obtained from a converter or heat exchanger.

Including the ventilation load, the heating requirement is about 10,000 EDR rather than 6,400 as mentioned.

The present boiler room will contain the hot water tank, the motor, fan and duct for the carbon monoxide exhaust system, the converter and compression tank, and controls for all heat in the building in addition to the boiler. The elimination of the boiler at some future date will not make the boiler room space available for general shop use since it must still serve as a control room. It will make the boiler space available for installation of equipment such as a compressor.

It is probable that a similar system will be recommended for the Large Repair Shop when it is constructed.

In the overall picture, there is an advantage in steam heat in these buildings, in that, either or both can be connected to a new or expanded central heating plant.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

NOTED
W. W. STIFFLER

RCE:AA
cc DeFrance

RECEIVED

FOR FILING

FORM E-30 25M 9-51 53318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1952

Salem

SUBJECT: Central heating plant -
Salem Shops

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

A central heating plant has been suggested for the Salem Shops particularly in connection with the heavy equipment Shop building being built this year.

Including the new paint Shop heating plant now under construction there are five (5) separate heat plants involved as follows:

1. In service Building - steam plant 15450 sq. ft. radiation capacity-serving Buildings 11-12-13-14-19-20-23-24.
2. In Laboratory Building - Hot water - 5600 sq. ft. radiation capacity - serving Building 26.
3. Temporary Office Building - Hot water - 2500 sq. ft. radiation capacity - serving Buildings 31 and 32.
4. New Service Station - Hot water - 2320 sq. ft. radiation capacity - Designed for Service Station building.
5. New Paint Shop - Hot water plant - 3100 sq. ft. radiation capacity.

Our long term planning calls for three (3) or possibly four (4) additional buildings with heat requirements as follows:

6. Heavy Equipment Repair Shop to be built in 1952 - Hot water heat approximately 6400 EDR required.
7. New Fireproof Stock Room to be built in 1953- Steam heat approximately 3000 EDR required. This building will replace existing blacksmith shop (11) and Carpenter shop (12) which are using approximately 3000 EDR from Heat Plant No. 1.
8. Large Repair Shop to be built in five or ten years to displace old stock room and storage buildings 12 and 13. It is estimated the new building will require 9400 EDR Hot water heat to permit radiant heat in floors. The present requirements of 12 and 13 is approximately 4000 EDR Steam Heat.

NOTED
W. W. STIFFLER

9. Possible permanent office building to replace temporary office building 31, office building 24 and frame sign shop and office building 23. Such a building may be required 10 or 15 years from now to provide Shop Headquarters, Sign Department office and more adequate State Police Headquarters. Heat requirements are unknown although the approximate requirements of Buildings to be replaced is 31-2500 EDR, 24-300 EDR and 23-2000 EDR.

Heat Plant 3 consisting of two small boilers salvaged from Camp Adair serves a temporary building and we doubt if any change should be considered until final provision is made for equivalent permanent office space.

Heat Plants 4 and 5 are designed for and built to serve special use buildings located on the outer perimeter of the shop area. The Service Station operates during the night and it was felt that it would not be economical to operate a large central plant nights to serve the one building and a small economical plant was built in for efficiency. The same reasoning was applied to the Paint Shop where night heat is desirable for drying fresh paint jobs. These plants will require no extra or special workmen for operation, regular workmen and watchmen turning plants off and on as desired. With thermostatic control nothing more will be required other than regular inspections, maintenance and service. The relocation of either of these plants at a central location would involve constructing heat tunnels and installing supply pipes. Plant 4 is 320 feet from Building 19; Plant 5 is 680 feet from Building 19. We believe the removal of either of these plants would cost much more than anticipated economies for many years. When either plant 4 or 5 required renewing the situation can be reexamined.

Heat plant 2 was designed for and built to serve the Laboratory building. It is operating efficiently and requires no extra workmen for operation. It is a hot water plant and connecting to a central heat plant would require 600 feet of new tunnels and supply pipes as existing heat tunnel from Plant 1 to Building 23 supplies steam heat and are not large enough to accommodate additional pipes. We question the economy of removing this plant until such time as the plant requires replacement.

Plant 1 is a steam heat plant and its full capacity is being utilized.

Proposed New Stock room (Item 7) can be steam heated and the heat requirements of the buildings to be displaced is estimated to equal the requirements of the new building so that this building would not effect the present problem.

Heat for the proposed Heavy Equipment Shop and large Repair shop (Items 6 and 8) should be hot water heat to permit radiant heating of shop floors. The heat now furnished Buildings 12 and 13 approximately 4000 EDR steam would be available to serve the proposed new permanent office building and to replace temporary heat plant 3.

The immediate question then is:

1. Should we at this time purchase a hot water plant adequate to serve the two proposed new Shop buildings,

or should we purchase a smaller plant to serve the one building being constructed now.

2. Should we install either one or the other of the above plants in building 19, or in the building under construction.

We estimate the approximate requirements of the two buildings as 6400 EDR and 9400 EDR hot water heat respectively; however this is based on a long term plan not expected to be completed sooner than six to eleven years. Should the construction of the large Repair Shop be delayed 11 years our present appraisal of the need at that time may be far from accurate. Also the extra cost of the larger plant and the inefficiency of operating the larger plant at 3/8 of capacity for 11 years may be considerable. We therefore recommend the purchase and installation of the small plant at this time.

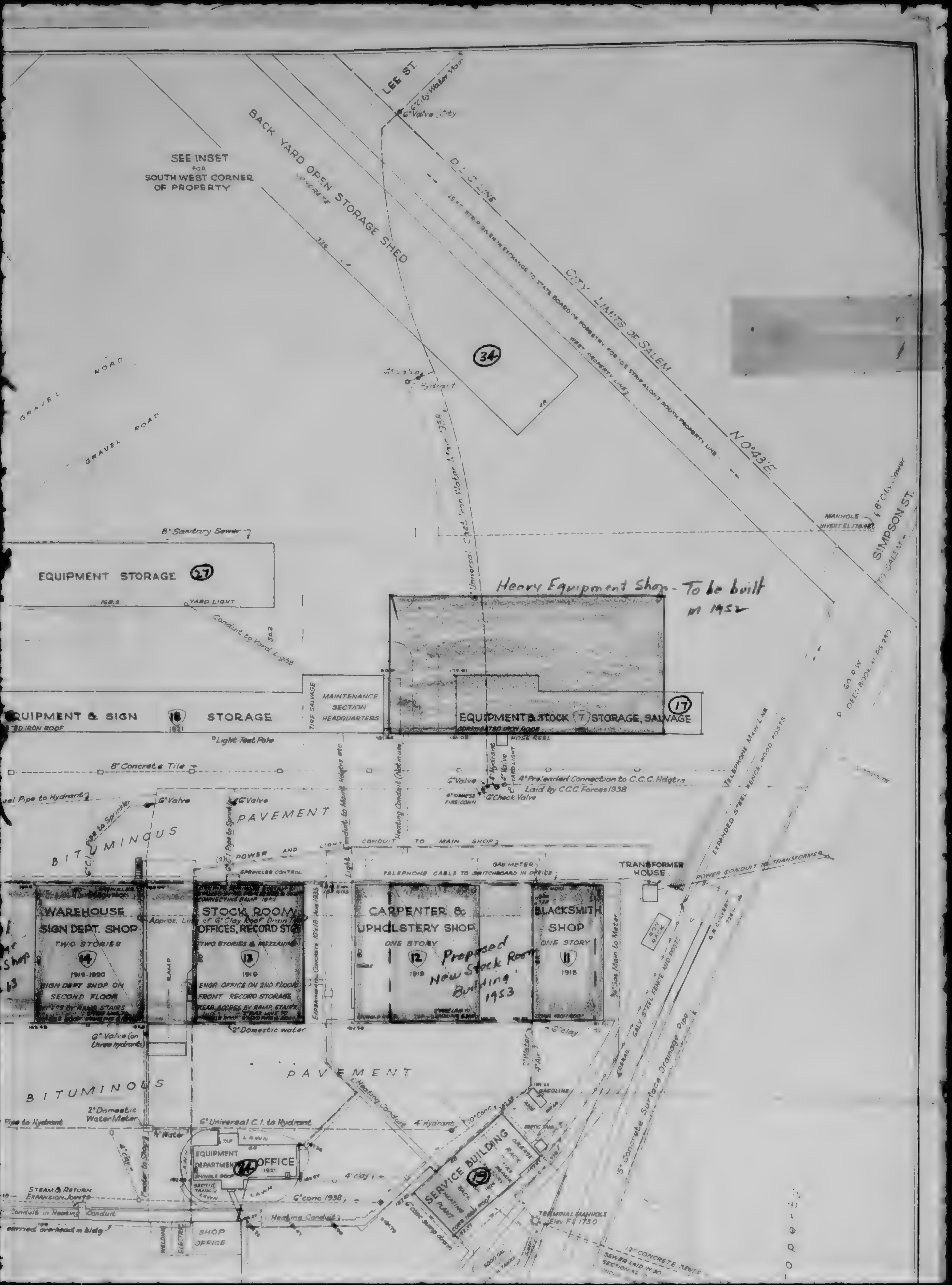
The extra cost to install the smaller plant in Building 19 at this time would involve the construction of 300 lineal feet of heat tunnel, installation of 600 lineal feet of insulated pipe and conversion of wash room in Building 19 to boiler room. The cost of a minimum heat tunnel including supply pipes, insulation, manholes and resurface is estimated at $20.00 per lineal foot. The conversion of the building including drain, and connections to tunnels would cost $1000 to $2000. Savings that could be anticipated would be limited to a possible reduction in Fire Insurance cost for the new building. The use of the space in the new building that would be used as a temporary boiler room would be offset by loss of the use of the wash room in Building 19. There would be little difference in cost of operation at either location as no additional man power would be required.

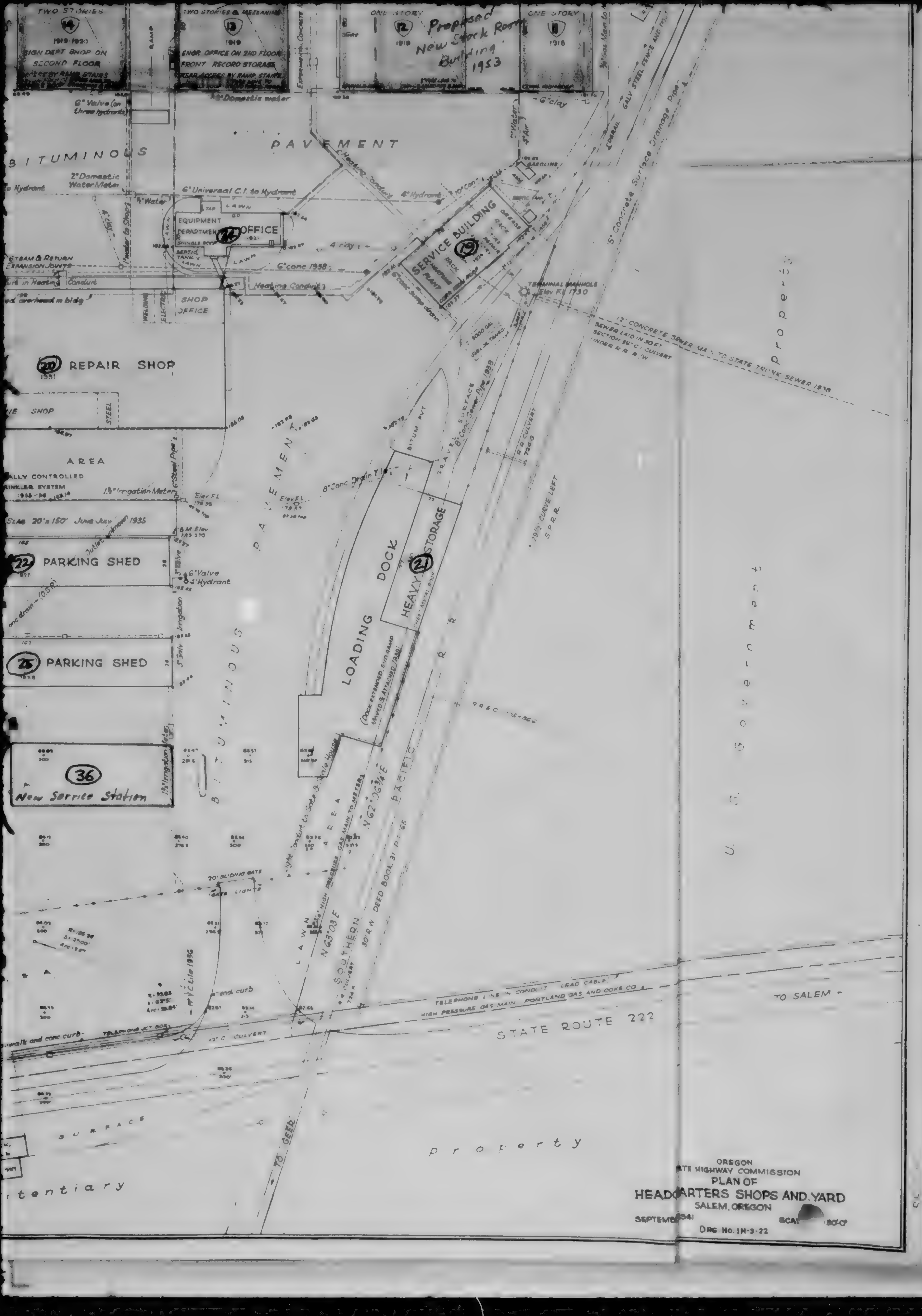
We do not believe the saving in insurance cost would justify the expenditure now of the estimated $7000 to $8000 needed to locate the new plant in the central heat building. We recommend therefore that a hot water plant adequate to serve the one building be temporarily located in the new building and when the new large Repair Shop is constructed possibly 10 years hence, that the installation of the larger plant in the central heat building be studied and undertaken.

Very truly yours,

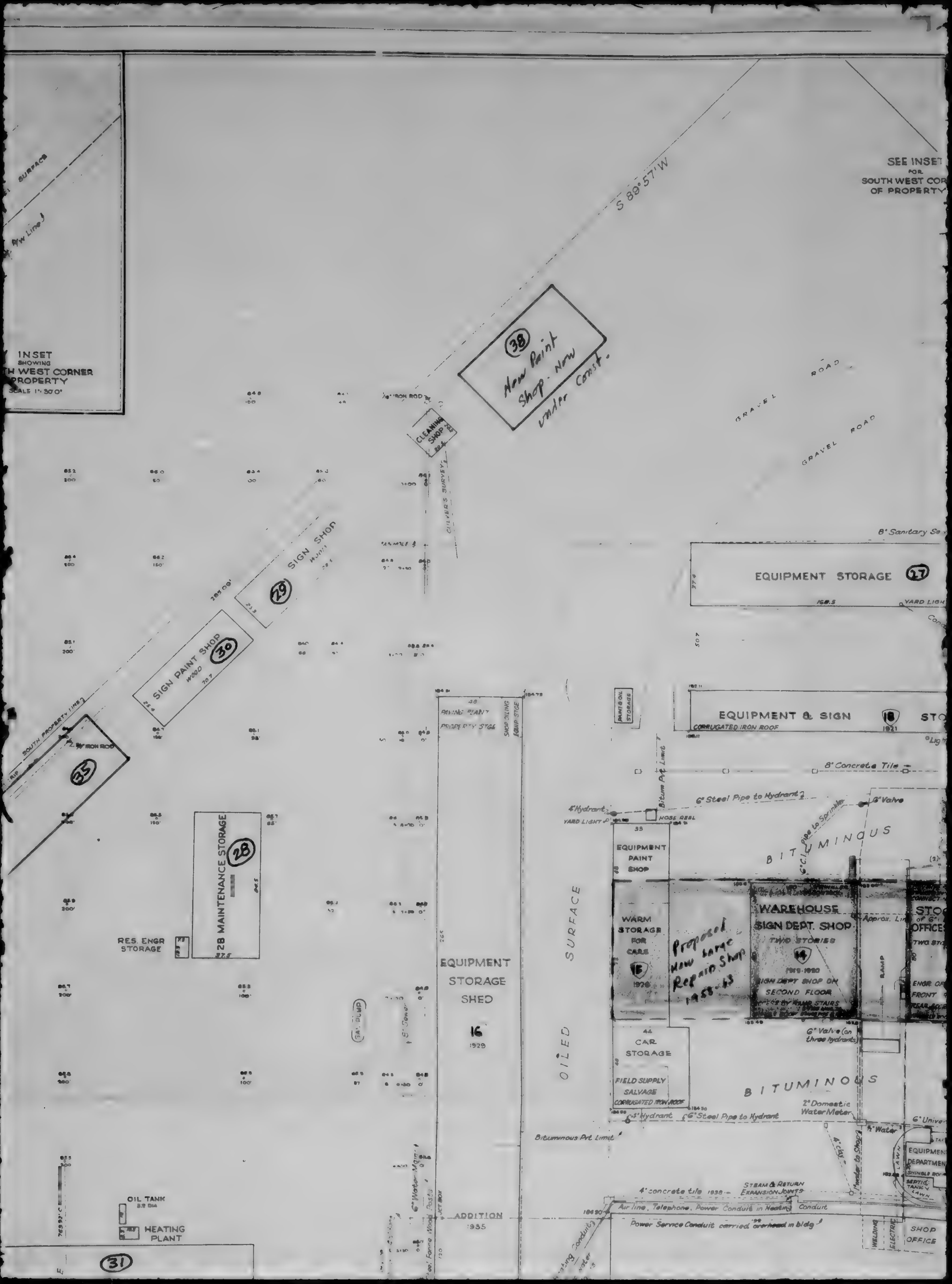
I. A. DeFrance
Assistant Maintenance Engineer

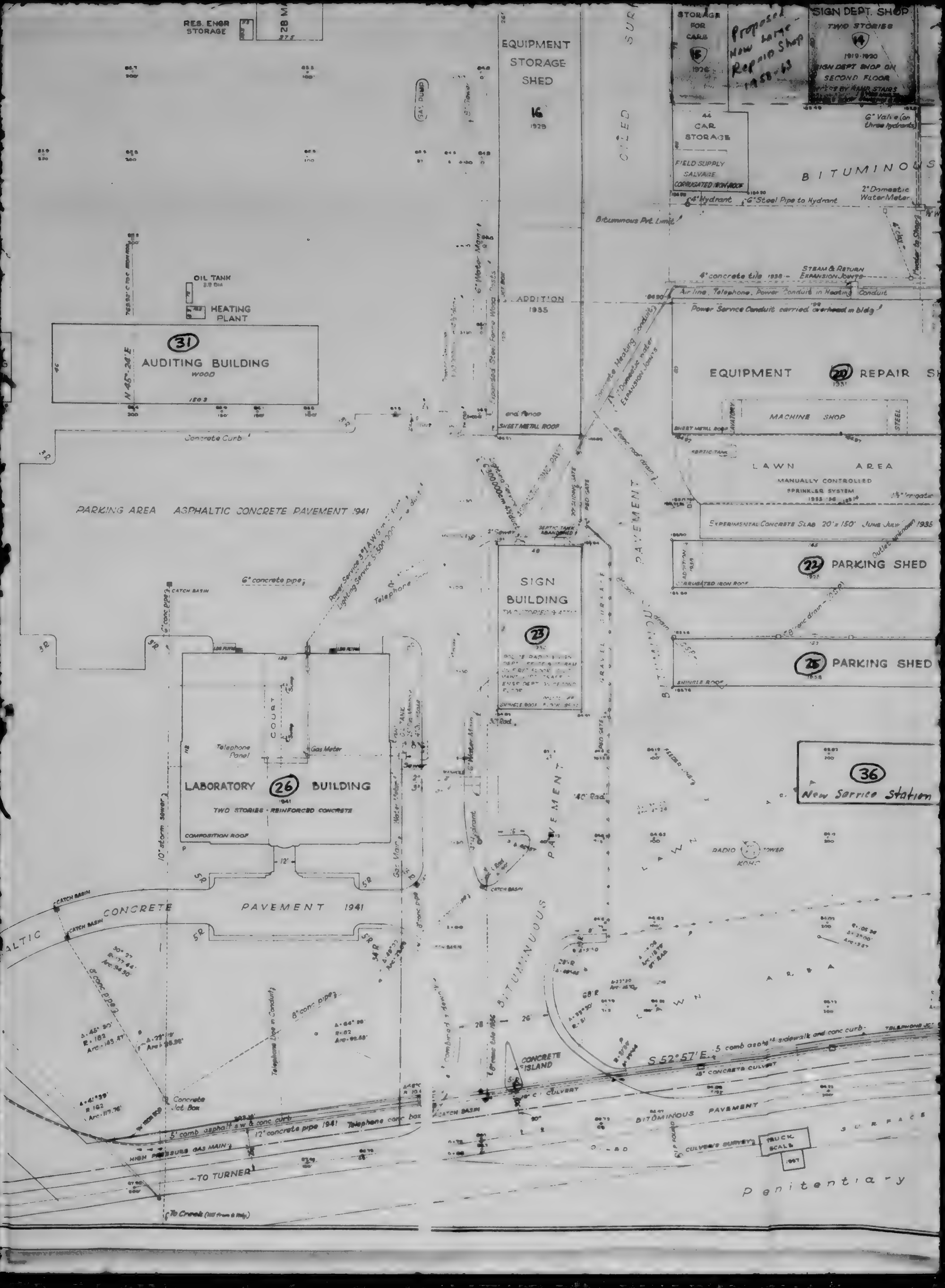
IAD:db
cc-
cc- E. F. Halik

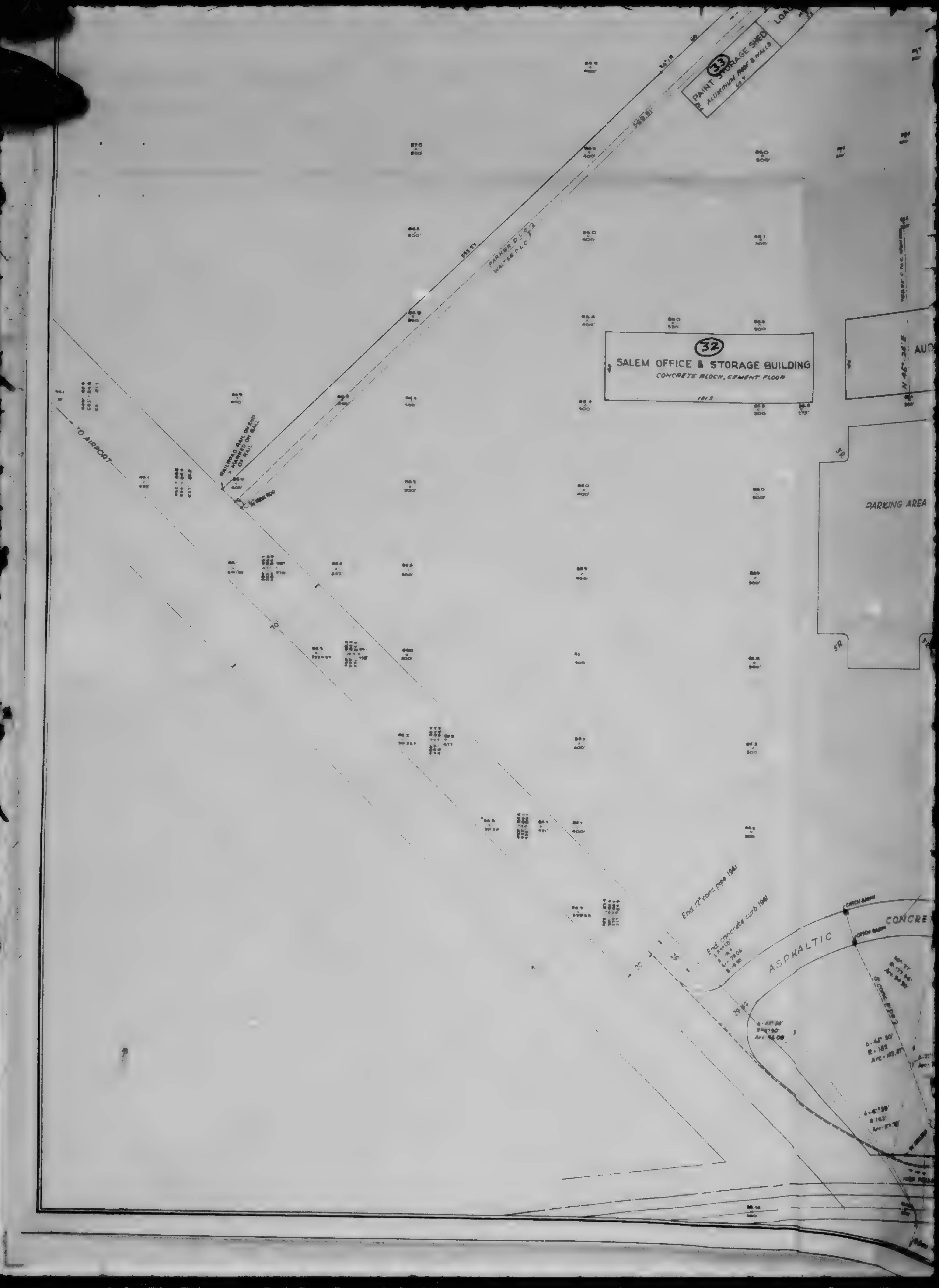

LEE ST.
6" City Water Main
6" Valve, City
SEE INSET FOR SOUTH WEST CORNER OF PROPERTY
BACK YARD OPEN STORAGE SHED
CONCRETE
776
D.C. LINE
25 FT. STRIP GIVEN IN EXCHANGE TO STATE BOARD OF FORESTRY FOR 10 FT STRIP ALONG SOUTH PROPERTY LINE
CITY LIMITS OF SALEM
WEST PROPERTY LINE
N.0°43'E
34
6" Valve
Hydrant
GRAVEL ROAD
GRAVEL ROAD
Universal Cast Iron Water Main 1938
MANHOLE INVERT EL. 176.48
6" B" City Sewer
SIMPSON ST.
TO SALEM
8" Sanitary Sewer
EQUIPMENT STORAGE
27
168.5
YARD LIGHT
Conduit to Yard Light
502
Heavy Equipment Shop - To be built in 1952
60 R.W. DEED BOOK 31 PG 290
MAINTENANCE SECTION HEADQUARTERS
TIRE SALVAGE
EQUIPMENT & SIGN
18
1921
STORAGE
IRON ROOF
EQUIPMENT & STOCK
7
STORAGE, SALVAGE
17
CORRUGATED IRON ROOF
HOSE REEL
Light Test Pole
8" Concrete Tile
Pipe to Hydrant
6" Valve
6" C.I. Pipe to Sprinkler
6" Valve
(2) 6" C.I. Pipe to Sprinkler
PAVEMENT
BITUMINOUS
Conduit to Maint. Hdqtrs etc.
Heating Conduit (Not in use)
6" Valve
4" Hydrant
4" Valve
YARD LIGHT
4" Preleaded Connection to C.C.C. Hdqtrs Laid by C.C.C. Forces 1938
4" SIAMESE FIRE CONN
6" Check Valve
TELEPHONE MAIN LINE
EXPANDED STEEL FENCE, WOOD POSTS
POWER AND LIGHT CONDUIT TO MAIN SHOP
SPRINKLER CONTROL
GAS METER
TELEPHONE CABLE TO SWITCHBOARD IN OFFICE
TRANSFORMER HOUSE
POWER CONDUIT TO TRANSFORMER
CONNECTING RAMP 1927
WAREHOUSE
SIGN DEPT. SHOP
TWO STORIES
14
1919-1920
SIGN DEPT SHOP ON SECOND FLOOR
ACCESS BY RAMP STAIRS
Approx. Line of 6" Clay Roof Drain Tile
RAMP
STOCK ROOM
OFFICES, RECORD STG.
TWO STORIES & MEZZANINE
13
1919
ENGR OFFICE ON 2ND FLOOR
FRONT RECORD STORAGE
REAR ACCESS BY RAMP STAIRS
EXPERIMENTAL CONCRETE 10'x18 Aug 1935
CARPENTER & UPHOLSTERY SHOP
ONE STORY
12
1919
Proposed New Stock Room Building 1953
BLACKSMITH SHOP
ONE STORY
11
1918
3/4" Gas Main to Meter
IRON RACK
R.R. CULVERT
DERAIL
GALV STEEL FENCE AND POSTS
Shop
63
6" Valve (on three hydrants)
2" Domestic water
6" clay
Water
4" Air
PAVEMENT
BITUMINOUS
Heating Conduit
2" Domestic Water Meter
Pipe to Hydrant
6" Universal C.I. to Hydrant
4" Hydrant
10" Conc.
GASOLINE
4" Water
Feeder to Shop
4" clay
TAP
LAWN
LAWN
LAWN
EQUIPMENT DEPARTMENT OFFICE
24
1921
SHINGLE ROOF
SEPTIC TANK
4" clay
6" conc 1938
SERVICE BUILDING
19
1924
GREASE RACK
TIRE REPAIR
RACK
HEATING PLANT
COMP. IRON ROOF
SEPTIC TANK
6" conc. Sump drain
5000 GAL TANKS
TERMINAL MANHOLE Elev Fl. 173.0
5' Concrete Surface Drainage Pipe
12" CONCRETE SEWER
SEWER LAID IN 30 SECTION 8C
STEAM & RETURN EXPANSION JOINTS
Conduit in Heating Conduit
carried overhead in bldg
Heating Conduit
WELDING
ELECTRIC
SHOP OFFICE
Property

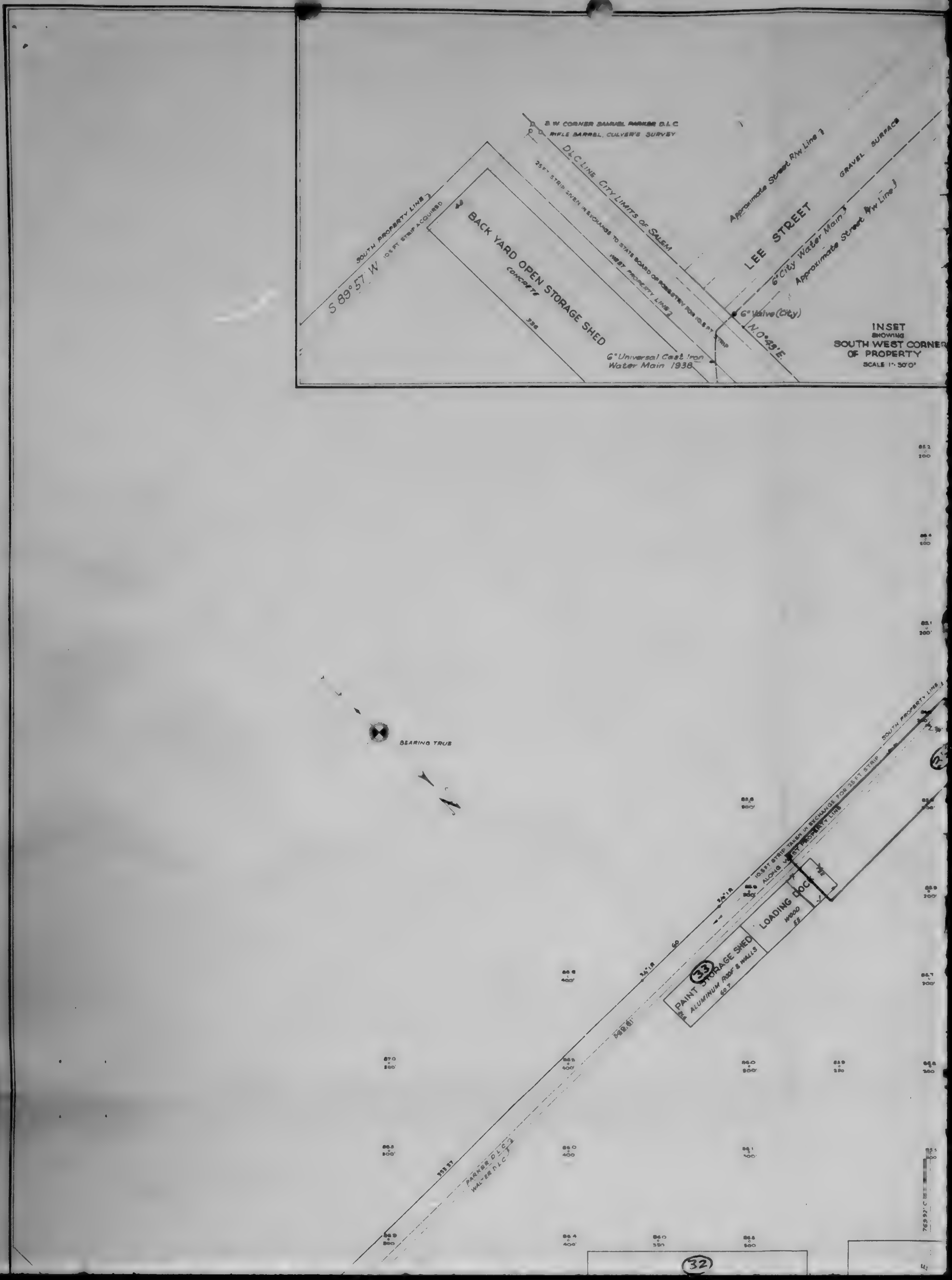


OREGON
STATE HIGHWAY COMMISSION
PLAN OF
HEADQUARTERS SHOPS AND YARD
SALEM, OREGON
SEPTEMBER 1941
SCALE 1" = 30'-0"
DRG. No. 1H-3-22


INSET SHOWING
TH WEST CORNER
PROPERTY
SCALE 1"=30'0"
SURFACE
R/W Line
SEE INSET FOR SOUTH WEST COR
OF PROPERTY
S 89°57'W
38
New Paint Shop - Now under Const.
CLEANING SHOP
GRAVEL ROAD
GRAVEL ROAD
IRON ROD
CULVERS SURVEY
SIGN SHOP
WOOD
29
SIGN PAINT SHOP
WOOD
30
SOUTH PROPERTY LINE
IRON ROD
35
8" Sanitary Se
EQUIPMENT STORAGE
27
168.5
YARD LIGHT
EQUIPMENT & SIGN
18
1921
STO
CORRUGATED IRON ROOF
Ligh
PAINT & OIL STORAGE
PAVING PLANT
PROPERTY STGE
SHOP OILING
EQUIP. STGE
Bitum Pvt Limit
8" Concrete Tile
6" Steel Pipe to Hydrant
4" Hydrant
YARD LIGHT
HOSE REEL
6" Valve
6" C.I. Pipe to Sprinkler
BITUMINOUS
28 MAINTENANCE STORAGE
28
RES. ENGR STORAGE
EQUIPMENT PAINT SHOP
WARM STORAGE FOR CARS
15
1929
Proposed New Large Repair Shop 1958-63
WAREHOUSE
SIGN DEPT. SHOP
TWO STORIES
14
1919-1920
SIGN DEPT SHOP ON SECOND FLOOR
ACCESS BY RAMP STAIRS
Approx. Lin
RAMP
STO
OFFICES
TWO STO
ENGR. OF
FRONT
REAR
EQUIPMENT STORAGE SHED
16
1929
OILED SURFACE
GAS PUMP
8" Sewer
CAR STORAGE
44
FIELD SUPPLY SALVAGE
CORRUGATED IRON ROOF
6" Valve (on three hydrants)
BITUMINOUS
2" Domestic Water Meter
4" Hydrant
6" Steel Pipe to Hydrant
6" Unive
1" Water
Bituminous Pvt Limit
4" clay
1" water to Shops
EQUIPMEN
DEPARTMEN
SHINGLE ROO
SEPTIC TANK
LAWN
LAWN
6" Water Main
Fence (Wood Posts)
4" concrete tile 1938
STEAM & RETURN EXPANSION JOINTS
Air line, Telephone, Power Conduit in Heating Conduit
Power Service Conduit carried overhead in bldg
Heating Conduit
water
ADDITION
1935
OIL TANK
HEATING PLANT
31
WELDING
ELECTRIC
SHOP OFFICE


RES. ENGR STORAGE
28
EQUIPMENT STORAGE SHED
16
1929
STORAGE FOR CARS
15
1926
Proposed New Large Repair Shop 1958-63
SIGN DEPT. SHOP
TWO STORIES
14
1919-1920
SIGN DEPT SHOP ON SECOND FLOOR
OFFICES BY RAMP STAIRS
CAR STORAGE
FIELD SUPPLY SALVAGE
CORRUGATED IRON ROOF
G" Valve (on three hydrants)
BITUMINOUS
OILED SUR
GAS PUMP
4" Hydrant
6" Steel Pipe to Hydrant
2" Domestic Water Meter
Bituminous Pvt. Limit
6" Water Main
4" concrete tile 1938
STEAM & RETURN EXPANSION JOINTS
Air line, Telephone, Power Conduits in Heating Conduit
Power Service Conduit carried overhead in bldg.
OIL TANK
HEATING PLANT
ADDITION
1935
31
AUDITING BUILDING
WOOD
N 45° 24' E
Expanded Steel Fence Wood Posts
end Fence
SHEET METAL ROOF
Concrete Heating Conduit
2" Domestic water
EXPANSION JOINTS
EQUIPMENT
20
REPAIR SH
1931
LAVATORY
MACHINE SHOP
STEEL
SHEET METAL ROOF
SEPTIC TANK
LAWN AREA
MANUALLY CONTROLLED SPRINKLER SYSTEM
1935-36
1½" Irrigation
Concrete Curb
PARKING AREA ASPHALTIC CONCRETE PAVEMENT 1941
EXPERIMENTAL CONCRETE SLAB 20' x 150' JUNE JULY 1935
Outlet unknown
2" Sewer
SEPTIC TANK ABANDONED
SLIDING GATE
PED GATE
PAVEMENT
ADDITION 1939
22
PARKING SHED
1925
CORRUGATED IRON ROOF
6" concrete pipe
CATCH BASIN
6" conc pipe
Power Service 3#1 AWG
Lighting Service
Telephone
SIGN BUILDING
TWO STORIES
23
1941
SHINGLE ROOF
6" conc drain
25
PARKING SHED
1928
SHINGLE ROOF
GRAVEL SURFACE
50' Rad.
6" Water Main
40' Rad.
COURT
Sump
Telephone Panel
Gas Meter
LABORATORY
26
BUILDING
1941
TWO STORIES · REINFORCED CONCRETE
COMPOSITION ROOF
10" storm sewer
OIL TANK
Sewer
Water Main
Gas Main
Hydrant
FEEDER LINES
36
New Service Station
RADIO TOWER
KOAC
LAWN
AREA
12'
5R
3R
34R
CATCH BASIN
ASPHALTIC CONCRETE
PAVEMENT 1941
CATCH BASIN
8" conc pipe
8" conc pipe
Telephone Line in Conduit
Δ 45° 30' R 182 Arc 145.57'
Δ 4° 39' R 182 Arc 117.76'
Combined Sewer
BITUMINOUS
28
26'
28' R
68' R
Concrete tile 1936
CONCRETE ISLAND
S 52° 57' E
5' comb asphalt sidewalk and conc curb
TELEPHONE JCT. BOX
48" CONCRETE CULVERT
Concrete Jct Box
5' comb asphalt s/w & conc curb
12" concrete pipe 1941
Telephone conc box
CATCH BASIN
CULVERT
HIGH PRESSURE GAS MAIN
TO TURNER
BITUMINOUS PAVEMENT
SURFACE
OILED
CULVER'S SURVEY
TRUCK SCALE
1937
Penitentiary
To Creek (100' from Hwy)


PAINT STORAGE SHED
33
ALUMINUM ROOF & WALLS
LOAD
SALEM OFFICE & STORAGE BUILDING
32
CONCRETE BLOCK, CEMENT FLOOR
1815
AUD
PARKING AREA
TO AIRPORT
RAILROAD RAIL ON END & MARKED ON BALL OF RAIL
PARKER D.L.C.
WALTER D.L.C.
70'
End 12" conc pipe 1941
End concrete curb 1941
ASPHALTIC
CONCRE
CATCH BASIN
CATCH BASIN
Δ = 45° 30'
R = 182
Δ = 41° 30'
R 162'


S.W. CORNER SAMUEL PARKER D.L.C.
RIFLE BARREL, CULVER'S SURVEY
D.L.C LINE CITY LIMITS OF SALEM
25 FT STRIP GIVEN IN EXCHANGE TO STATE BOARD OF FORESTRY FOR 10.5 FT STRIP
WEST PROPERTY LINE
SOUTH PROPERTY LINE
10.5 FT STRIP ACQUIRED
S 89° 57' W
BACK YARD OPEN STORAGE SHED
CONCRETE
336
Approximate Street R/w Line
LEE STREET
GRAVEL SURFACE
6" City Water Main
Approximate Street R/w Line
6" Valve (City)
N.0°49'E.
6" Universal Cast Iron Water Main 1938
INSET
SHOWING
SOUTH WEST CORNER
OF PROPERTY
SCALE 1"= 30'0"
BEARING TRUE
SOUTH PROPERTY LINE
10.5 FT STRIP TAKEN IN EXCHANGE FOR 25 FT STRIP ALONG WEST PROPERTY LINE
3/4" I.R.
60
3/4" I.R.
3/4" I.R.
569.61
33
PAINT STORAGE SHED
ALUMINUM ROOF & WALLS
60.7
LOADING DOCK
WOOD
55
PARKER D.L.C.
WALKER D.L.C.
32

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1952

SUBJECT: Relative to construction of Heavy Equipment Repair Shop Building in Salem

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir:

We have authority to construct a heavy equipment repair shop building at Salem Shops. It was proposed to construct a building 80x160 and a budget item of $160,000 has been set-up to cover. This would of course, cover the cost of the building and necessary equipment and improvement of the approaches. We plan to locate the building as shown on the attached Shop map. State Forces are to remove the two older buildings now located on the site.

We attach notes and sketch of floor plan prepared by J. K. Campbell. There will be many minor details to be worked out and no doubt you will want to discuss many of them with Mr. Campbell and Mr. Halik direct. This applies particularly to the proposed radiant heat in the floor, the mercury vapor lighting, the ventilation, the traveling crane, steel storage crane and bay, doors, windows etc.

The heating of the new building is still being studied and some consideration is being given to the adoption now of an overall central heating plan towards which we might start building in the present project. We are assembling data as to existing heating facilities and as to future heating requirements and will attempt to determine the merits of the proposal.

Until this study is complete we may proceed with the assumption that the new building is to be heated by hot water furnished by a separate hot water boiler to be located in the building as shown on the plan. Should our study prove that a central heating plant should be started at this time, we will get you the information as soon as possible.

Very truly yours,

NOTED
W. W. STIFFLER

I. A. Dorrance
Assistant Maintenance Engineer

IAD/4b
Enclosures
cc-
cc- W. W. Stiffler
E. F. Halik

1-18-52

80' by 160' Heavy Equipment Repair Shop.

Construction:

Reinforced concrete. 60' span on roof so equipment work areas will not be obstructed by columns. Fire Proof.

All doors steel overhead type. End doors and side door to steel storage power operated. Glass in all doors.

All possible windows in walls.

Heating:

Radiant Floor Heating supplied from new boiler.

Two 60' Traveling Cranes with one two ton and one five ton chain block on each crane. Power travel on crane and power lift on all blocks.

Electric Hot water tank for rest room.

Two ton power lift block on Steel Storage traveling crane.

Three 30' Steel Beams cast in special floor block for straightening frames and snow plows.

Ventilation:

Two 8" Vitrified Tile Ducts full length of building under floor with take off connections every 20 feet for carbon monoxide and welding fume disposal.

Power ventilating fans in ceiling to change air in entire building in 5 minutes. Automatic air intake shutters.

Lighting:

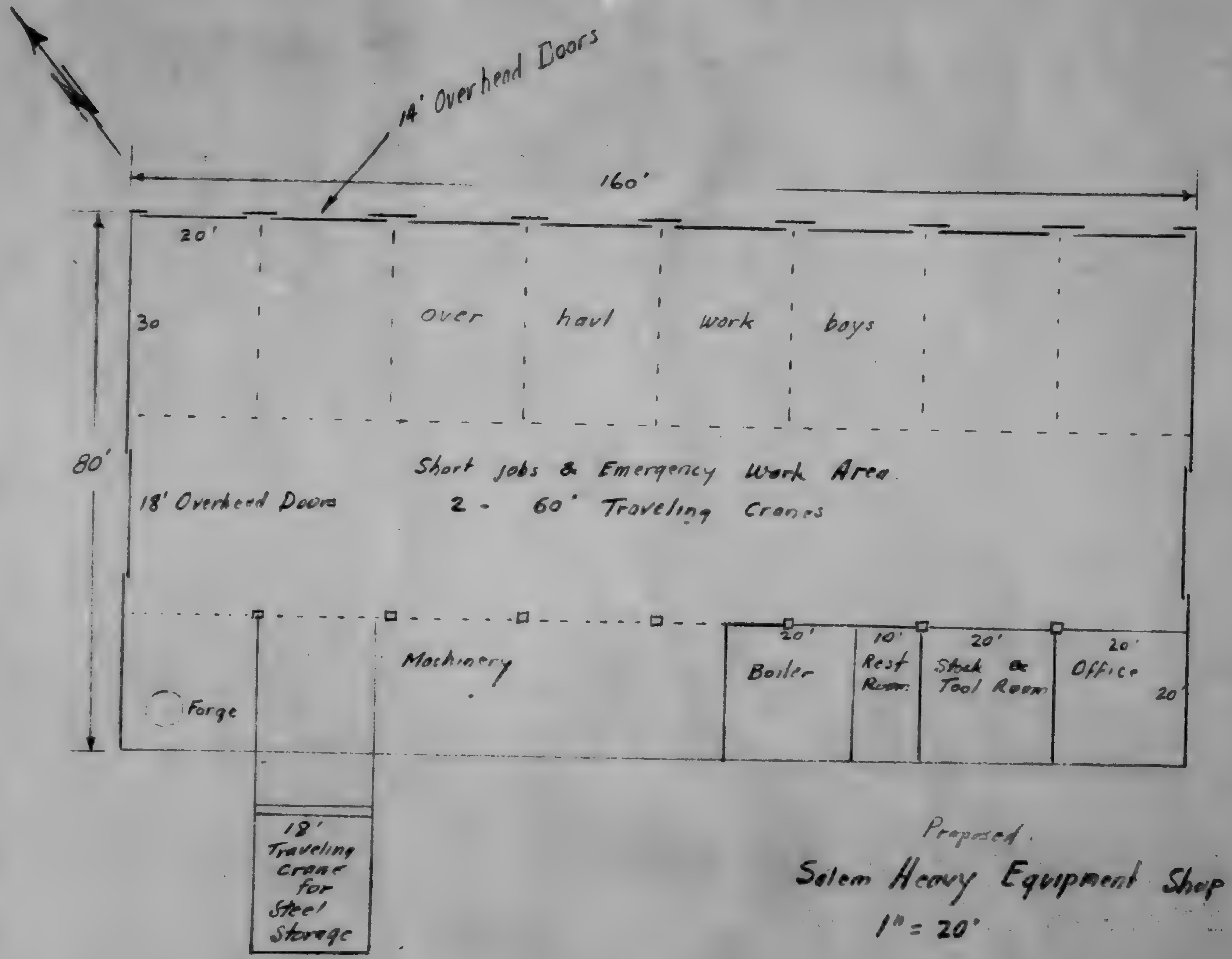
Mercury Vapor Arcs and Fluorescent.

General:

Compressed Air from Service Building. Lines in Heating Trench. Telephone conduit in Heating Trench.

Power:

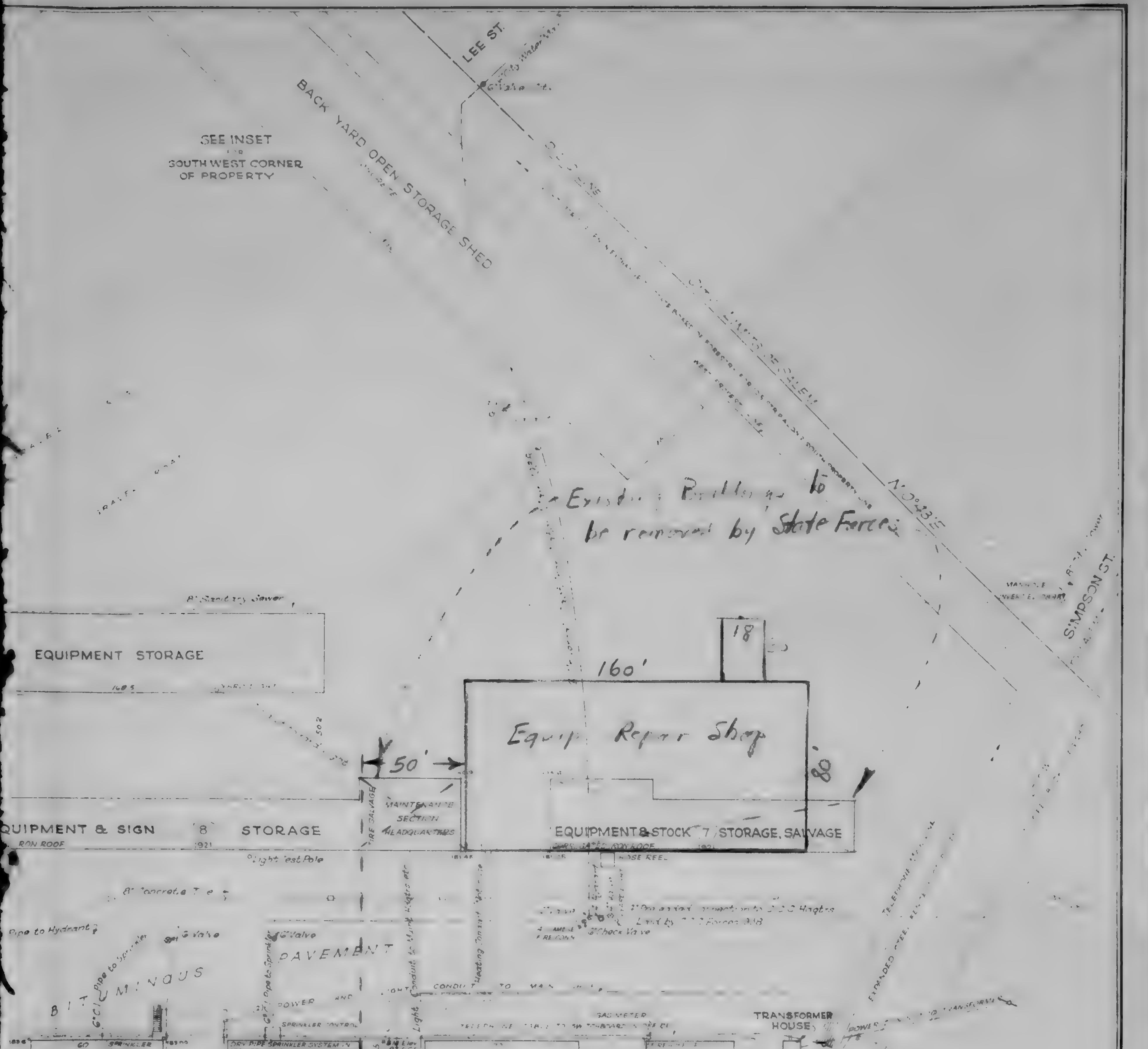
Three Phase for Machinery and Welding Machines. Power Panel should be of adequate size to handle future demand.

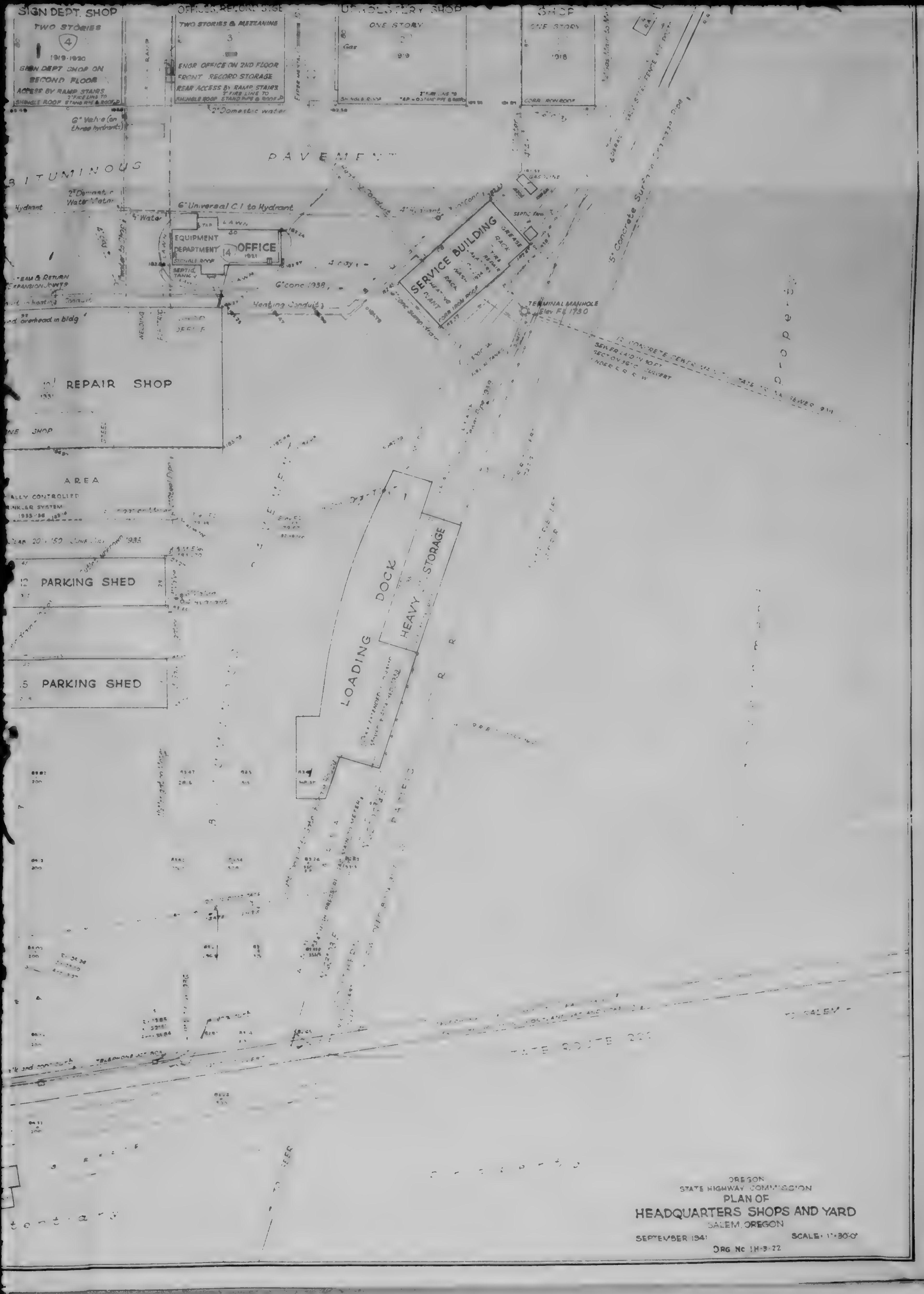


Proposed.

Salem Heavy Equipment Shop

1" = 20'

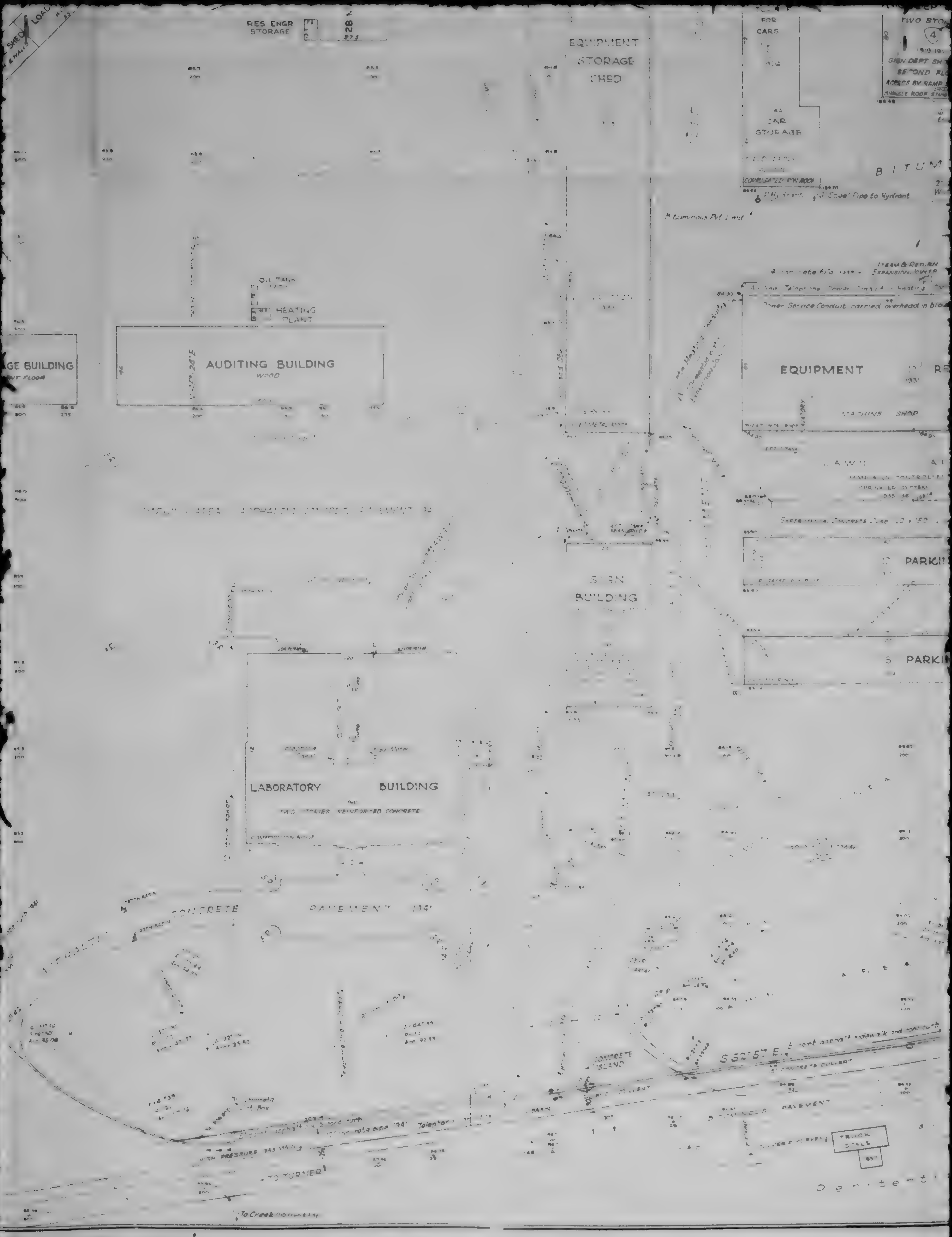

LEE ST.
SEE INSET
SOUTH WEST CORNER
OF PROPERTY
BACK YARD OPEN STORAGE SHED
N 0°43' E
Existing Buildings to be removed by State Forces
SIMPSON ST.
8" Sanitary Sewer
EQUIPMENT STORAGE
18
160'
Equip Repair Shop
50'
80'
MAINTENANCE SECTION HEADQUARTERS
FIRE SALVAGE
EQUIPMENT & SIGN 8 STORAGE
1921
EQUIPMENT & STOCK 7 STORAGE, SALVAGE
Light Test Pole
8" Concrete Tile
Pipe to Hydrant
6" Valve
6" Valve
PAVEMENT
BITUMINOUS
POWER
SPRINKLER CONTROL
GAS METER
TRANSFORMER HOUSE
WAREHOUSE
SIGN DEPT. SHOP
TWO STORIES
4
1919-1920
SIGN DEPT SHOP ON SECOND FLOOR
ACCESS BY RAMP STAIRS
SHINGLE ROOF
RAMP
DRY PIPE SPRINKLER SYSTEM INSTALLED IN NO 3 & 4 BLDGS & UNDER CONNECTING RAMP
STOCK ROOM
OFFICES, RECORD STGE
TWO STORIES & MEZZANINE
3
1919
ENGR. OFFICE IN 2ND FLOOR
FRONT RECORD STORAGE
REAR ACCESS BY RAMP, STAIRS
SHINGLE ROOF
CARPENTER &
UPHOLSTERY SHOP
ONE STORY
2
1919
Gas
SHINGLE ROOF
BLACKSMITH
SHOP
1918
CORR. IRON ROOF
6" Valve on three hydrants
2" Domestic water
PAVEMENT
BITUMINOUS
2" Domestic Water Meter
to Hydrant
6" Universal to Hydrant
GASOLINE
SERVICE BUILDING
EQUIPMENT DEPARTMENT
OFFICE
1921
Steam & Return Expansion Joints
Heating Conduit
carried overhead in bldg.
Concrete Surface Drainage Pipe
REPAIR SHOP



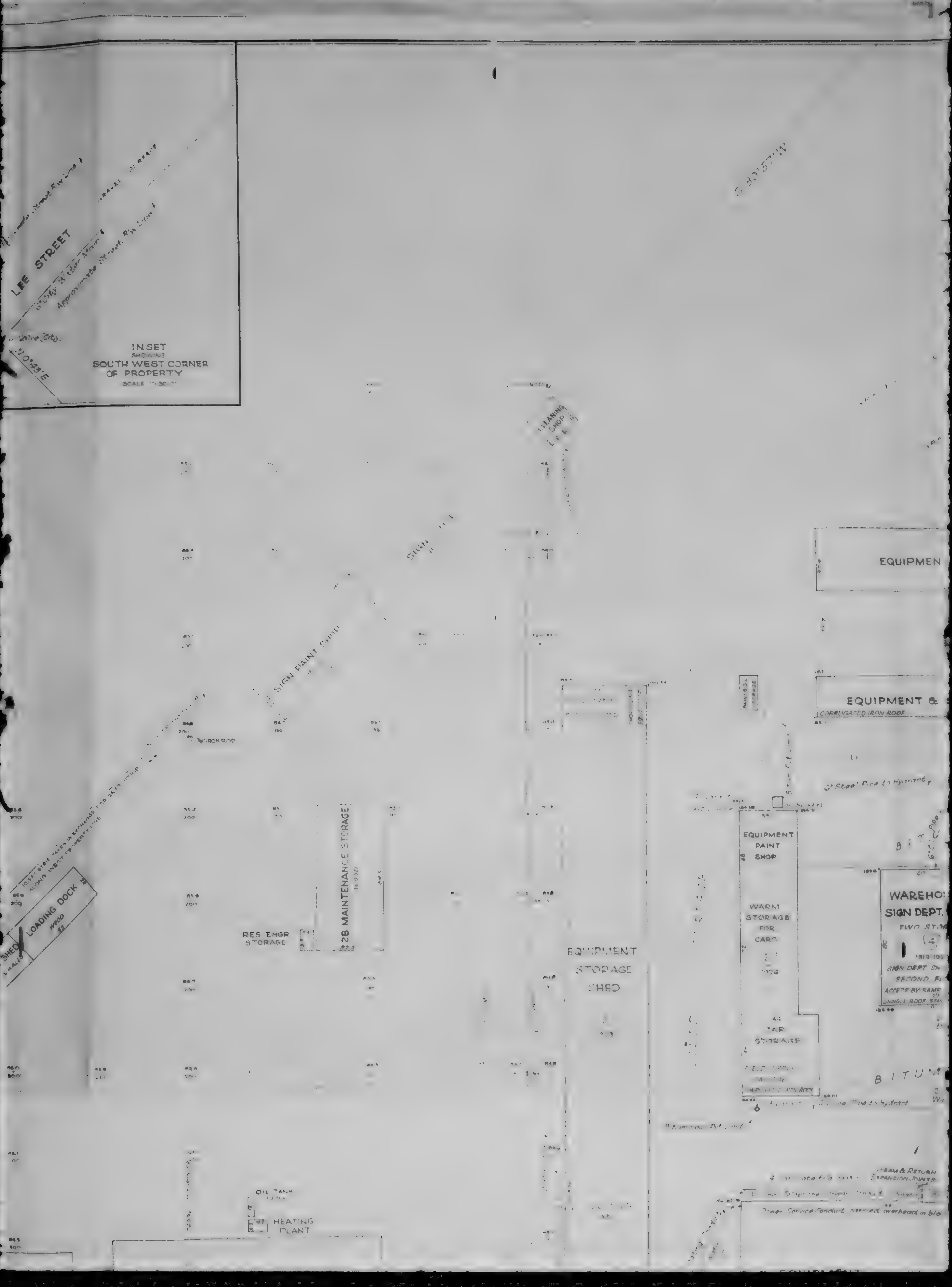
OREGON
STATE HIGHWAY COMMISSION
PLAN OF
HEADQUARTERS SHOPS AND YARD
SALEM, OREGON

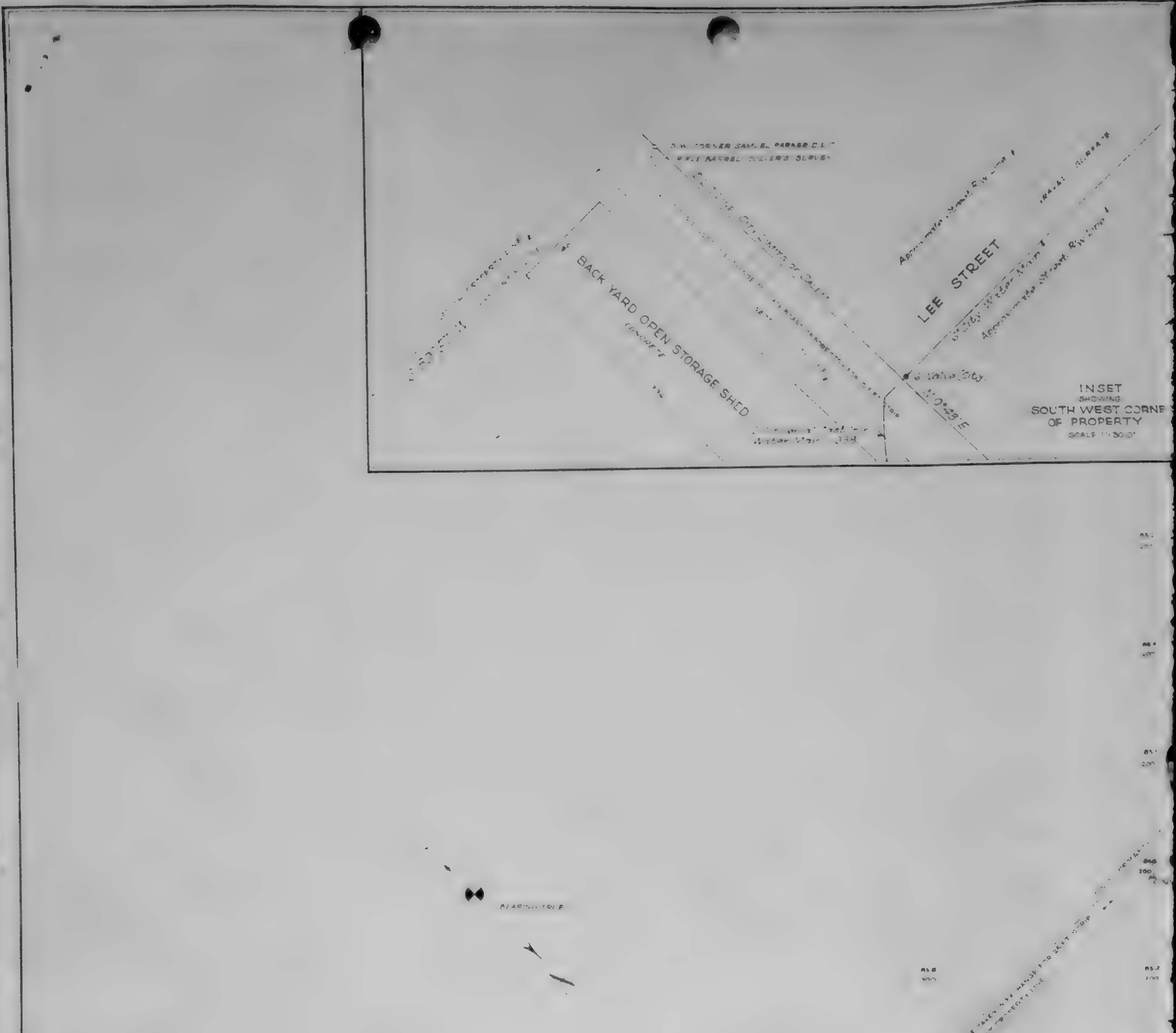
SEPTEMBER 1941 SCALE: 1" = 30'-0"

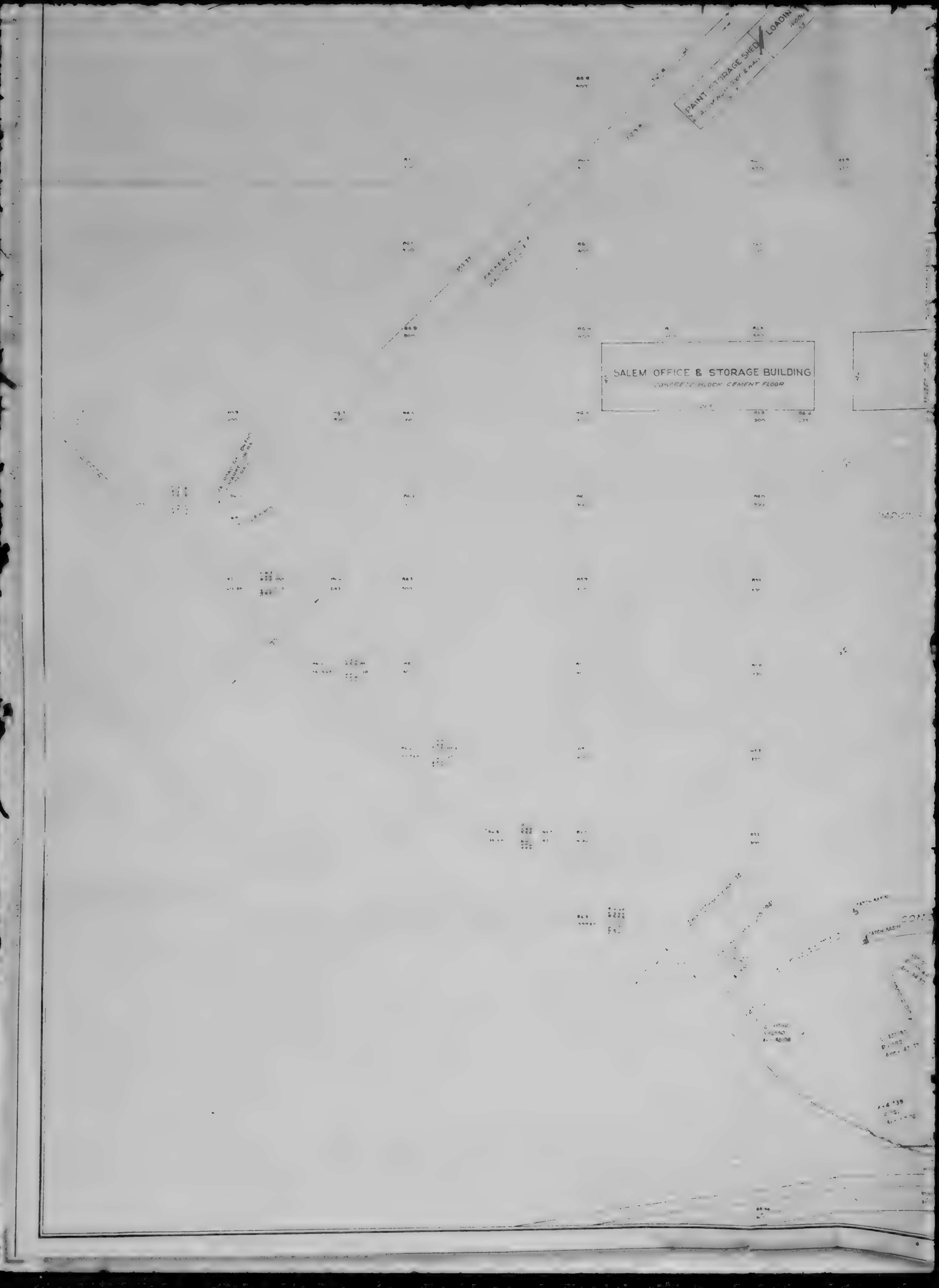
DRG No 1H-3-22



RES ENGR
STORAGE
EQUIPMENT
STORAGE
SHED
FOR
CARS
44
CAR
STORAGE
CORRUGATED IRON ROOF
TWO STO
4
SIGN DEPT SH
SECOND FLO
ACCESS BY RAMP
SHINGLE ROOF
BITUM
Steel Pipe to Hydrant
Bituminous Pvt. Limit
STEAM & RETURN
EXPANSION JOINTS
Power Service Conduit carried overhead in bla
OIL TANK
HEATING
PLANT
GE BUILDING
AUDITING BUILDING
WOOD
EQUIPMENT
MACHINE SHOP
PARKI
PARKI
SIGN
BUILDING
LABORATORY BUILDING
TWO STORIES REINFORCED CONCRETE
CONCRETE
PAVEMENT
CONCRETE
ISLAND
S 52°57' E.
CONCRETE CULVERT
PAVEMENT
TRUCK
SCALE
HIGH PRESSURE GAS MAIN
Telephone
TO TURNER
To Creek


LEE STREET
City Water Main
Approximate Street R/W Line
INSET
SHOWING
SOUTH WEST CORNER
OF PROPERTY
N 0°43' E
CLEANING SHOP
SIGN PAINT SHOP
EQUIPMEN
EQUIPMENT &
CORRUGATED IRON ROOF
6" Steel Pipe to Hydrant
EQUIPMENT
PAINT
SHOP
WARM
STORAGE
FOR
CARS
CAR
STORAGE
WAREHO
SIGN DEPT.
TWO STO
(4)
SIGN DEPT SH
SECOND F
ACCESS BY SAME
SHINGLE ROOF
BITUM
LOADING DOCK
WOOD
SHED
2B MAINTENANCE STORAGE
RES ENGR
STORAGE
EQUIPMENT
STORAGE
SHED
OIL TANK
HEATING
PLANT
STEAM & RETURN
EXPANSION JOINTS
Power Service Conduit carried overhead in bld
IRON ROD


S.W. CORNER SAMUEL PARKER D.L.C.
BACK YARD OPEN STORAGE SHED
CONCRETE
LEE STREET
Approximate Street R/W Line
Approximate Street R/W Line
City Water Main
6" Valve City
N 0°43' E
Water Main
INSET
SHOWING
SOUTH WEST CORNE
OF PROPERTY
SCALE 1" = 30.0'
BEARING TREE
PAINT STORAGE SHED
ALUMINUM ROOF & WALLS
LOADING DOCK
WOOD
55
WEST PROPERTY LINE


PAINT STORAGE SHED
LOADIN
WOOD
SALEM OFFICE & STORAGE BUILDING
CONCRETE BLOCK CEMENT FLOOR
CATCH BASIN
CATCH BASIN

U-322(3) Center St. Br. Reconstruction 1952
on Salem-Dallas Hwy. at Salem

#3767

RECEIVED
JUL 27 1954
FOR FILING

Lewis

U - [illegible] (1)

3767

July 26, 1954

General Casualty Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A note has been received from Vernon Deshore stating that his claim against Matt McDougall on contract No. 3767 for revisions to the Center Street Bridge in Polk County has been paid.

The claim was in the sum of $16.00 for two hours tractor work.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

WAG:dc

cc: Dooly & Company
Board of Trade Bldg.,
Portland 4, Oregon

cc: Mr. Matt McDougall
824 Pittock Block
Portland 5, Oregon

NOTED ON [illegible]

[illegible]

RECEIVED
FOR FILING

U-[illegible]
3767

COPY FOR MR. R. H. Baldock
From H. B. Glaisyer, Secretary

R

July 26, 1954

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Contract 3767

COPY

Dear Sirs:

Yes this claim was paid by Natt McDougall soon after the claim was filed. And I want to thank you for your help.

Yours truly

/s/ Vernon Beshore

RECEIVED
JUL 27 1954
FOR FILING

U-[illegible]

3767

[illegible]

July 26, 1954

Mr. Vernon Beshore
286 North Commercial Street
Salem, Oregon

Dear Sir:

Thank you for your note received today stating that your claim against Natt McDougall in the sum of $16.00 for tractor work on contract No. 3767 has been paid.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

NOTED ON CARD
[illegible]

E-123 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 19, 1954

Mr. Vernon Beshore
286 North Commercial St.
Salem, Oregon

Dear Sir:

Our records show a claim was filed by you on May 26, 1954 against Natt McDougall in connection with contract No. 3767, covering approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Polk County. This claim is in the amount of $16.00 for two hours work with caterpillar.

Please advise this office at once as to whether or not this claim has been settled so that our records will be complete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

H B Glaisyer

Secretary

gl

RECEIVED
[illegible] 26 1954
OREGON
STATE HIGHWAY COMMISSION

Dear Sirs;

Yes this claim was paid by Natt McDougall soon after the claim was filed.. And I want to thank you for your help. Yours Truly
Vernon Beshore

NOTED ON CARD
7-26-54

RECEIVED
JUL 19 1954
FOR FILING

[illegible]

3767

July 19, 1954

Mr. Vernon Beshore
286 North Commercial St.
Salem, Oregon

Dear Sir:

Our records show a claim was filed by you on May 26, 1954 against Natt McDougall in connection with contract No. 3767, covering approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Polk County. This claim is in the amount of $16.00 for two hours work with caterpillar.

Please advise this office at once as to whether or not this claim has been settled so that our records will be complete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
[illegible] 1954
FOR FILING

11-[illegible] (3)

(CONTRACT NO.) [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 16, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3767	16-Post-final	NATT MC DOUGALL CO.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
13904	R-99059	$ 16.00	7/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: July 31, 1954

Time Extensions: None

Completion Date: Oct. 22, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: A claim for $16.00 was filed against this contract by Vernon Beshore (see remarks)

Remarks:

Vernon Beshore's claim was filed on May 26, 1954

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

~~Asst. Secretary~~

Warrant Mailed: JUL 2

NOTED ON CARD
7-20-54

RECEIVED
FOR FILING

4-[illegible]

3767

June 2, 1954

Mr. Matt McDougall
[illegible] Pittock Block
Portland 5, Oregon

Dear Sir:

Attached is a copy of a letter from Vernon Beshore stating that he has a claim for $16.00 against what appears to be Contract No. 3767 awarded to you for work on the Center Street Bridge on the Salem-Dallas Highway in Marion and Polk counties.

If this claim does not apply to your contract, please let us know.

Very truly yours

[illegible], Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

[illegible]
Attach.

cc - General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Dooly & Company
Board of Trade Building
Portland 4, Oregon

FILED ON CARD
[illegible]

RECEIVED
JUN 9 1954
FOR FILING

3767

June 2, 1954

Mr. Vernon Beshore
2[illegible]6 North Commercial Street
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of May 26th concerning a claim you have in the amount of $16.00 which appears to be against Natt McDougall on Contract No. 3767 for approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Polk County. This contract was completed October 22, 1953, and accepted by the Highway Commission on October 29, 1953, so the six months' period after acceptance for filing a claim with the Secretary of State has expired; however, we are bringing your claim to the attention of the contractor and the General Casualty Company of America, Board of Trade Building in Portland.

Final payment on this contract has been made, so the State has no retained money to be paid to the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:md

NOTED ON CARD

May 26, 1954
Salem Ore.

State Highway Comm.

Dear Sirs:-

Writing in regards to a little money I have coming to me. For time Hrs. work I did with cat. For the man that put concrete blocks. To Keep rock off Highway at the under pass that connects center St. Bridge with west Salem + Wallace Rd. I think his name was Cortney Newman and was a foreman for Natt McDougall on the bridge construction. At the time I was operating a cat for Jim Reed. Who had cat hired to a man ~~[illegible]~~ Named Laws who was doing the fill work and

Grading. This mr. Cortney Newman took my name and address and said the State would send me the check, which would of been $\$16^{00}$. For 2 Hrs. work with a TD9 International So mr Reed held the $\$16^{00}$ out of my wages. So if you can help me out on this I would appreciate it.

Yours Truly
Vernon Bishore
286 N. Coml. St
Salem Ore.

RECEIVED
JUN 1 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 25 1954
FOR FILING

3767

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

REFERRED TO
State Highway Engineer

May 5, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: Center Street Bridge change
of grade claims

Gentlemen:

At your meeting of February 24-25, 1954, I submitted to you a report regarding the actions which have been commenced against the Highway Commission for the purpose of collecting damages allegedly caused by a change of grade in connection with the construction of the Marion Street Bridge in Salem. The Center Street Bridge, the companion structure to the Marion Street Bridge, was completed and accepted by the Commission on October 29, 1953. Under the provisions of ORS 373.040, property owners affected by a grade change are required to institute an action within six months after the date of completion of the grade change, and acceptance thereof by the Highway Commission, if they desire to press a claim for damages. This six-month period expired on April 29, 1954. Prior to that date the following actions were instituted against the State for the collection of damages resulting from alleged change of grade caused by the construction of the Center Street Bridge:

Pioneer Trust Company v. State	$ 15,000.00
Pioneer Trust Company v. State	50,000.00
Bishop, et al., v. State	42,500.00
Walton v. State	40,000.00
Abe L. Steinbock, et ux. v. State	12,500.00
Dobe Steinbock v. State	7,500.00

In addition to the above, parties have intervened in three of the cases, as follows:

Bishop v. State, intervener, R. D. Taylor	15,000.00
Walton v. State, intervener, L. C. Anderson	12,500.00
Pioneer Trust Company v. State, intervener, Master Service Stations, Inc.	27,500.00

The total amount of the claims for which actions have been instituted is $222,500.00.

In addition to the above claims in which legal proceedings have been instituted, a claim was submitted by Mr. and Mrs. A. B. Seely for damages to two parcels of property. Negotiations resulted in a settlement of this claim in the amount of $3,000.00. This settlement was approved by the Commission at its meeting on April 1, 1954.

I am enclosing herewith a print showing the Center Street Bridge, together with the properties abutting thereon which are affected by the grade change, the title of the suit, the amount of the claim, the names of plaintiffs' attorneys, and the interveners, if any, their claim and attorney. You will note that the owners of all parcels affected have instituted actions with the exception of the Oregon Electric Railway. The owners of this property have presented no claim, and inasmuch as the statute of limitations has expired, they will not now be able to institute an action.

Yours very truly,

C. W. ENFIELD
Chief Counsel

RLM:avh
cc - R. H. Baldock
H. B. Glaisyer
C. H. Maison
Leonard Lindas

RECEIVED

AGENDA
MAY 11 1954

2-7
6

FORM E-30 29M 9-51 92315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

2-7

Salem, Oregon
May 5, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the May 11th and 12th meeting of the Highway Commission:

> Report of the institution of actions against the Highway Commission for damages allegedly caused by change of grade in connection with the construction of the Center Street Bridge in Salem.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May

ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh

CCK

RECEIVED
FOR FILING

[illegible]
3767

5051

ASSIGNM

Date: May 4, 1954 No. 5051 By WCW

Description: Bill No. 431256 from Southern Pacific Co., in amount of $905.09, in connection with overpass at Front and Center Sts. in Salem, Oregon.

Acknowledged by____ Referred to Gardner ✓

- __ Investigate and report with recommendation
- XXXX Such action as necessary and report
- __ Comment or recommendation
- __ Return with rough draft of reply
- __ Prepare reply for signature of Mr.________
- __ Contact correspondent and report

PLEASE RETURN TO
W. C. WILLIAMS

Remarks: Being processed for payt.

NOTED
W. C. WILLIAMS

Retd
Executed 5-4-54 Report Received__________

RECEIVED
FOR FILING

AGENDA
APR 1 1954

21

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

HI-322(3)

3767

March 26, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

R 21755 R 21763
A. B. Seely - Center
Street Bridge claim

Gentlemen:

We have received an offer from Mr. and Mrs. A. B. Seely to accept the sum of $3,000.00 in full settlement of any damage that may have been caused their property by a change in the grade of Center Street in the course of constructing the Center Street Bridge in the City of Salem.

Mr. and Mrs. Seely are the owners of two parcels of property abutting on Center Street. The first parcel lies between Front and Commercial Streets and is improved with an old residence building containing a small real estate office, two apartments and four sleeping rooms. Mr. Leroy Draper has appraised the damage resulting to this property from the construction of the Center Street Bridge in the amount of $5,000.00. Of this amount $2,500.00 is allocated to the factors of increased noise and dust, and the reduction of access and visibility from the Center Street level. The remaining $2,500.00 damage is attributed to diversion of traffic and the resulting lack of visibility and access. Mr. Kolberg has appraised the damages resulting to this property in the amount of $2,000.00.

The second parcel owned by Mr. and Mrs. Seely is a small parcel located between the Willamette River and the Oregon Electric Railway tracks on the south side of Center Street. This property is vacant and unimproved and was not substantially damaged by the construction of the Center Street Bridge since the property fronted upon the old approaches to the bridge. We have not had this property appraised for damages.

RECEIVED
FOR FILING

AGENDA
APR 1 1954

21

FORM

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

4 I 322(-)
3767

March 26, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

R 21755 R 21763
A. B. Seely - Center
Street Bridge claim

Gentlemen:

We have received an offer from Mr. and Mrs. A. B. Seely to accept the sum of $3,000.00 in full settlement of any damage that may have been caused their property by a change in the grade of Center Street in the course of constructing the Center Street Bridge in the City of Salem.

Mr. and Mrs. Seely are the owners of two parcels of property abutting on Center Street. The first parcel lies between Front and Commercial Streets and is improved with an old residence building containing a small real estate office, two apartments and four sleeping rooms. Mr. Leroy Draper has appraised the damage resulting to this property from the construction of the Center Street Bridge in the amount of $5,000.00. Of this amount $2,500.00 is allocated to the factors of increased noise and dust, and the reduction of access and visibility from the Center Street level. The remaining $2,500.00 damage is attributed to diversion of traffic and the resulting lack of visibility and access. Mr. Kolberg has appraised the damages resulting to this property in the amount of $2,000.00.

The second parcel owned by Mr. and Mrs. Seely is a small parcel located between the Willamette River and the Oregon Electric Railway tracks on the south side of Center Street. This property is vacant and unimproved and was not substantially damaged by the construction of the Center Street Bridge since the property fronted upon the old approaches to the bridge. We have not had this property appraised for damages.

The proposed settlement for the sum of $3,000.00 includes damages to both parcels of property. In view of this fact, and giving due consideration to the appraisals above set forth and the other claims for damage which have or will be made in this area, it is my recommendation that you accept the Seelys' offer to settle the claim.

Yours very truly,

C. W. ENFIELD
Chief Counsel

RLM:avh
cc - R. H. Baldock
H. B. Glaisyer
R. L. Porter
Leonard Lindas
F. A. Morgan
E. J. Benner

AGENDA
APR 1 1954

FORM E-30 25M 8-51 53318

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 25, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place the following item upon the agenda for the April 1st meeting of the Highway Commission:

Consider offer of Mr. and Mrs. A. B. Seely to accept $3,000.00 as full settlement of their claim for damages to property resulting from the alleged change of grade of Center Street in Salem.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh
cc - C. W. Enfield

C.C.R.

RECEIVED
JAN 15 1954
FOR FILING

3267

January 14, 1954

Hartford Accident and Indemnity Company
Oregon Service Office
319 S. W. Washington Street
Portland 4, Oregon

Attention: Mr. R. A. Poole

Gentlemen:

Matt McDougall, 824 Pittock Block, Portland 5, was awarded State Highway Contract No. 3267 for revisions in the steel structure and construction of approaches on the Center Street Bridge. We do not know who was actually doing the painting at the time your clients, Willard and Paula Taylor suffered spray paint damage, but suggest that you contact the principal contractor.

The State does not recognize subcontractors on any state project but looks to the principal for the satisfactory handling of the work.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

PAUL RUTHERFORD, PRESIDENT

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, HARTFORD BUILDING
SAN FRANCISCO 20, CALIFORNIA

ADDISON C. POSEY
VICE-PRESIDENT

OREGON SERVICE OFFICE
319 S. W. WASHINGTON STREET
PORTLAND 4, OREGON

January 13, 1954

State Highway Department

Salem, Oregon

Attention: Mr. H. B. Glaisyer,
Secretary

Re: Our File No. - 985 X 15436
Assured - Willard & Paula Taylor
Accident - 10/19/53

Dear Sir:

Thank you for your letter of January 7, 1954 in regard to the above case. It is the contention of our assured, Mr. Willard Taylor, that apparently the wind carried the paint from the bridge to where the car was parked, which would be a distance of a block and we have had a number of other cases where this has occurred so that it is not entirely unusual. If you would kindly give us the name of the painting contractor, we will write to them and make our demand.

Thank you for your further assistance.

Very truly yours,

R. A. Poole

R. A. Poole
Claim Department

RAP:dr

[illegible]CEIVED
FOR FILING
A-22[illegible]
3767

January 7, 1954

Hartford Accident and Indemnity Company
319 S. W. Washington Street
Portland 4, Oregon

Attention: Mr. R. A. Poole

Gentlemen:

This is in reply to your letter of January 6th concerning spray paint damage suffered by Willard and Paula Taylor from the operations of a painting contractor who painted a bridge near 100 Chemeketa Street, Salem, about October 15, 1953.

Chemeketa Street is one block south of Center Street in Salem. Center Street is the site of a Willamette River bridge crossing on which Natt McDougall, 824 Pittock Block, Portland 5, held State Highway Contract No. 3767 for revisions and approaches on the Center Street Bridge. This contract was completed October 22, 1953, and it may be that the contractor was painting on the Center Street Bridge as of October 15.

The State Highway Department has no jurisdiction whatever on Chemeketa Street and there is no bridge, either City- or State-owned in the 100 or 200 block on Chemeketa Street.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

HOME OFFICE, HARTFORD, CONNECTICUT

PAUL RUTHERFORD, PRESIDENT

Hartford Accident and Indemnity Company

CLAIMS OFFICE, 319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

January 6, 1954

State Highway Department
Salem, Oregon

Re: Our File No. - 985 X 15436
Assured - Willard & Paula Taylor
Spray Paint Damage - 10/19/53

3767

Dear Sir:

Will you kindly advise whom the painting contractor was who painted a bridge near 100 Chemeketa Street, Salem on or about October 15, 1953. Have this data at your earliest convenience.

Very truly yours,

R. A. Poole

R. A. Poole
Claim Department

RAP/dp

YEAR IN AND YEAR OUT YOU'LL DO WELL WITH THE HARTFORD

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-29-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer

H. B. Glaisyer
Secretary

Delvd in person to Mr. Peck - who called (in our office)

Warrant ~~Mailed:~~

A. A. Wicklander

NOTED ON CARD

12-29-53

RECEIVED
DEC 31 1953
FOR FILING

U-322(3)

OREGON STATE HIGHWAY DEPARTMENT

(date) DEC. 29, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3767	16 FINAL	NATT MC DOUGALL	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25534	R 83531	$ 18,774.96	12/29/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

Specified completion Date: July 31, 1954

Time Extensions: None

Completion Date: Oct. 22, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-29-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Delvd in person to Mr. Peck who called (in our office)

Warrant ~~Mailed:~~

A A Wicklander

NOTED ON CARD
12-29-53 S

RECEIVED
FOR FILING

U-322(3)

3767

Salem, Oregon
December 23, 1953

Mr. C. H. Maison
Auditor
Building

Dear Mr. Maison:

This is to confirm our telephone conversation of this morning granting permission for the release of final payment to Natt McDougall on Contract No. 3767.

Very truly yours

Secretary

FAQ:md

REFERRED TO
Miss Lewis
BY SECRETARY

note on card
send copy of telegram to acctg. div.
HWS

NOTED ON CARD
12-23-53

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

(44)..

W. P. MARSHALL, PRESIDENT

FX-1201

SYMBOLS

DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

,PRA072

PR.FAA011 PD=FA PORTLAND ORG 23 940AMP= 9 55

OREGON STATE HIGHWAY COMMISSION=
SALEM ORG=

AS SURETY FOR NATT MCDOUGALL ON CONTRACT 3767 BRIDGE 123A, BOND 242711 WE CONSENT TO RELEASE OF FINAL PAYMENT AND RETAINAGE PROVIDED NO LIENS FILED OR PENALTIES ASSESSED TO DATE=

GENERAL CASUALTY COMPANY OF AMERICA PAIGE
S TONGUE ATTORNEY IN FACT=

Confirm phone call to Maison

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
DEC [illegible] 1953
FOR FILING

[illegible] (4)

3767

Files

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			GENERAL INSURANCE CO. OF AMERICA	9:05

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Portland, Oregon
December 23, 1953

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

AS SURETY FOR MATT McDOUGALL ON CONTRACT 3767 BRIDGE 123A, BOND 242711 WE CONSENT TO RELEASE OF FINAL PAYMENT AND RETAINAGE PROVIDED NO LIENS FILED OR PENALTIES ASSESSED TO DATE.

GENERAL CASUALTY COMPANY OF AMERICA TONGUE

Confirmation

RECEIVED
DEC 28 1953
OFFICE OF DIRECTOR OF PERMITS
OREGON STATE
HIGHWAY COMMISSION

NOTED
F. QUERY

NOTED
G. A. WILLIAMSON

RECEIVED
DEC
FOR FILING

3767

December 21, 1953

General Casualty Company of America
Dooly & Company, Agent
Board of Trade Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3767 for work performed on the Center Street Bridge, Salem, of the Salem-Dallas Highway in Marion and Polk Counties was completed by the contractor, Matt McDougall, on October 22, 1953, and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $18,774.96 will be released to the contractor on or after December 31, 1953. The total contract amount is $567,379.06 of which amount $3,897.49 represents force account items.

The State is not advised of any unapid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Attn: Surety Department
cc: General Casualty Co.,
General Insurance Bldg.,
Seattle 5, Washington

cc: General Casualty Company
209 SW Fourth Ave.,
Portland 4, Oregon

NOTED ON CARD

RECEIVED

November 9, 1953

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Natt McDougall in connection with contract No. 3767, covering approaches and revisions on the Center Street Bridge on the Salem-Dallas Highway in Marion and Polk Counties.

This payment, in the amount of $28,648.35, will be released to the contractor on or after November 19, 1953. The retained percentage is $16,957.86.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

11-9-53 g

RECEIVED
NOV 1953
FOR FILING

U-3[illegible] (3)

3767

Salem, Oregon
November 5, 1953

Memo to C. W. Enfield

Some two or three years ago this office was requested by you to notify Mr. George A. Rhoten, Mr. Brazier C. Small and Mr. Walter E. Keys as to when the Center Street Bridge on the Salem Dallas Highway was completed and accepted. On November 4, the following information was forwarded to the three men mentioned above:

"State Highway Contract No. 3767 for approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Marion and Polk counties was completed by the contractor October 22 and accepted by the Highway Commission on October 29, 1953."

Very truly yours

Secretary

FAQ:md

November 4, 1953

Mr. George A. Rhoten
Pioneer Trust Building
Salem, Oregon

Dear Mr. Rhoten:

State Highway Contract No. 3767 for approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Marion and Polk counties was completed by the contractor October 22 and accepted by the Highway Commission on October 29, 1953.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

REFERRED TO
[illegible]
BY SECRETARY

also bronze small letter and walter keep letter

make a copy of this for Sunfield

WPE

watch Keys [illegible] mail , Geo. Rhoton

when accept Center St bridge - notify above.

Enfield

Contract 3767

Completed 10-22 accepted 10-29-53

~~shipped to Aetna~~

12/26 ~~[illegible] Read. [illegible] 54.95~~

~~mld. Dec. 17~~

November 4, 1953

Mr. Brazier C. Small
Livesley Building
Salem, Oregon

Dear Mr. Small:

State Highway Contract No. 3767 for approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Marion and Polk counties was completed by the contractor October 22 and accepted by the Highway Commission on October 29, 1953.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

November 4, 1953

Mr. Walter E. Keys
185 South Winter Street
Salem, Oregon

Dear Mr. Keys:

State Highway Contract No. 3767 for approaches and revisions to the Center Street Bridge on the Salem-Dallas Highway in Marion and Polk counties was completed by the contractor October 22 and accepted by the Highway Commission on October 29, 1953.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

U [illegible]

37[illegible]7

3767

41190

No. 449.
By WSW

ASSIGNMENT

Date: **September 10, 1953**

Description: **Southern Pacific Company's Bill No. 429442 in amount of $186.88 for cost of labor and material furnished in connection with highway overpass at Salem (6 copies)**

Acknowledged by _____ Referred to **Gardner** ✓

Investigate and report with recommendation
xxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed ________ Report received ________

Remarks: Bill processed for payment 9-14-53
me

RECEIVED
1953
FOR FILING

7-3-53

Moore Dry Dock Company

STRUCTURAL STEEL DIVISION

STRUCTURAL STEEL BUILDINGS · BRIDGES · BOILERS · TANKS · PIPE AND ALL STEEL PLATE CONSTRUCTION · SHIP BUILDING · MARINE REPAIRS · LIGHT AND HEAVY FORGINGS ROLLER MILL MANUFACTURE AND REPAIR · MACHINERY · GENERAL ENGINEERING

CABLE ADDRESS
"MOORSHIP"

SAN FRANCISCO OFFICE
904 BALFOUR BLDG
PHONE EXBROOK 2-5248

MAIN OFFICE AND PLANT
FOOT OF ADELINE STREET · OAKLAND ~~X~~ 23, CALIFORNIA · PHONE HIGATE 4-3919

AIRMAIL

July 2, 1953

Re: M.D.D.Co. Job #9994
Center Street Bridge
Salem, Oregon

Oregon State Highway Department
Salem
Oregon

Attn: Mr. R.H. Baldock,
State Hwy. Engr.

Gentlemen:

IT IS UNDERSTOOD AND AGREED THAT WE WILL NOT BE LIABLE FOR DAMAGES OR DELAYS CAUSED BY STRIKES, ACCIDENTS, DELAY OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR NOT UNDER OUR CONTROL. IN THE EVENT OF DEFECTIVE WORKMANSHIP AND/OR MATERIAL, OUR LIABILITY SHALL BE LIMITED TO THE REPLACEMENT THEREOF AT OUR PLANT.

In our letter of July 1, 1953 we briefed you on our endeavors to obtain the necessary structural steel for the above subject job.

Our attention has been called to the discrepancy in dates of completing our order lists and placing our original order with Bethlehem-Pacific Coast Steel Co. This error occurs in the last paragraph of the first sheet of our letter, as follows:

> "The order lists were completed August 15, 1952 and issued to our Purchasing Department. Purchase orders for Sheets 1, 2 and 3 of 6 were issued to Bethlehem-Pacific Coast Steel Company on August 22, 1952 for 4th quarter of 1952 rolling."

This should have read: "The order lists were completed October 15, 1952 and issued to our Purchasing Department. Purchase orders for Sheets 1, 2 and 3 of 6 were issued to Bethlehem-Pacific Coast Steel Company on October 22, 1952 for 4th quarter of 1952 rolling".

We regret this mistake having occurred and trust that this will clarify our July 1st letter.

Very truly yours,

MOORE DRY DOCK COMPANY

Victor R. Sandner

Victor R. Sandner, Manager
Structural Steel Division

RECEIVED
1953
STATE HIGHWAY ENGINEER

VRS/cs
cc: Natt McDougall Co.

STEEL INSURES STRENGTH AND SECURITY

[illegible] Bridge
[illegible] 7-3-53

Moore Dry Dock Company
STRUCTURAL STEEL DIVISION
STRUCTURAL STEEL BUILDINGS · BRIDGES · BOILERS · TANKS · PIPE AND ALL STEEL
PLATE CONSTRUCTION · SHIP BUILDING · MARINE REPAIRS · LIGHT AND HEAVY FORGINGS
ROLLER MILL MANUFACTURE AND REPAIR · MACHINERY · GENERAL ENGINEERING

CABLE ADDRESS
"MOORSHIP"

SAN FRANCISCO OFFICE
904 BALFOUR BLDG.
PHONE EXBROOK 2-5248

MAIN OFFICE AND PLANT
FOOT OF ADELINE STREET · OAKLAND X CALIFORNIA · PHONE HIGATE 4-3919

23
July 1, 1953

Re: M.D.D.Co. Job #9994
Center Street Bridge
Salem, Oregon

Oregon State Highway Department
Salem
Oregon

Attn: Mr. R.H. Baldock,
State Highway Engineer

Gentlemen:

IT IS UNDERSTOOD AND AGREED THAT WE WILL NOT BE LIABLE FOR DAMAGES OR DELAYS CAUSED BY STRIKES, ACCIDENTS, DELAY OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR NOT UNDER OUR CONTROL. IN THE EVENT OF DEFECTIVE WORKMANSHIP AND/OR MATERIAL, OUR LIABILITY SHALL BE LIMITED TO THE REPLACEMENT THEREOF AT OUR PLANT.

We have received your letter of June 25, 1953, in which you call our attention to the urgency of the completion of the above subject bridge. We are expediting our part in the completion to the best of our ability, and at all times we have done everything possible to further this end, as you may have observed from the operations of our men in the field in the raising of the two existing spans.

To date, we have raised the span as far as we can go and our superintendents are returning to our yard to await the pouring of the concrete in the piers before they can go back to work.

It is my understanding that these men again will have to return to our yard and await the pouring of the concrete for the pier that will receive the structural steel girders which we are fabricating. These girders will be completed by the time the concrete is poured for the piers. As it has been stated before, we have done everything we could to expedite our work as we, in turn, lose money when a contract lags so long before completion.

In your letter you mention the fact that priorities were issued to the contractor on July 15, 1952, but that our orders were not placed until some time in January, 1953. Priorities do not mean much unless they are of a high rating such as defense priorities. The priority rating that was issued to us merely guaranteed that we would obtain the steel eventually.

We will try to brief you on our endeavors to obtain the required steel:

We issued our job number to the shop as of September 10, 1952 and immediately began preparing the order lists. The order lists were completed August 15, 1952 and issued to our Purchasing Department. Purchase orders for Sheets 1, 2 and 3 of 6 were issued to Bethlehem-Pacific Coast Steel Company on August 22, 1952 for 4th quarter of 1952 rolling. For Sheet 5, a purchase order was issued to Bethlehem on October 28, 1952 for 1st quarter of 1953 rolling. Purchase orders for Sheets 4 and 6 covering

(Continued) —

[illegible] Bridge
[illegible] 7-3-53

Moore Dry Dock Company
STRUCTURAL STEEL DIVISION
STRUCTURAL STEEL BUILDINGS · BRIDGES · BOILERS · TANKS · PIPE AND ALL STEEL PLATE CONSTRUCTION · SHIP BUILDING · MARINE REPAIRS · LIGHT AND HEAVY FORGINGS ROLLER MILL MANUFACTURE AND REPAIR · MACHINERY · GENERAL ENGINEERING

CABLE ADDRESS
"MOORSHIP"

SAN FRANCISCO OFFICE
904 BALFOUR BLDG.
PHONE EXBROOK 2-5248

MAIN OFFICE AND PLANT
FOOT OF ADELINE STREET · OAKLAND X CALIFORNIA · PHONE HIGATE 4-3919

23
July 1, 1953

Re: M.D.D.Co. Job #9994
Center Street Bridge
Salem, Oregon

Oregon State Highway Department
Salem
Oregon

[illegible] C. WILLIAMS

Attn: Mr. R.H. Baldock,
State Highway Engineer

Gentlemen:

IT IS UNDERSTOOD AND AGREED THAT WE WILL NOT BE LIABLE FOR DAMAGES OR DELAYS CAUSED BY STRIKES, ACCIDENTS, DELAY OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR NOT UNDER OUR CONTROL. IN THE EVENT OF DEFECTIVE WORKMANSHIP AND/OR MATERIAL, OUR LIABILITY SHALL BE LIMITED TO THE REPLACEMENT THEREOF AT OUR PLANT.

We have received your letter of June 25, 1953, in which you call our attention to the urgency of the completion of the above subject bridge. We are expediting our part in the completion to the best of our ability, and at all times we have done everything possible to further this end, as you may have observed from the operations of our men in the field in the raising of the two existing spans.

To date, we have raised the span as far as we can go and our superintendents are returning to our yard to await the pouring of the concrete in the piers before they can go back to work.

It is my understanding that these men again will have to return to our yard and await the pouring of the concrete for the pier that will receive the structural steel girders which we are fabricating. These girders will be completed by the time the concrete is poured for the piers. As it has been stated before, we have done everything we could to expedite our work as we, in turn, lose money when a contract lags so long before completion.

In your letter you mention the fact that priorities were issued to the contractor on July 15, 1952, but that our orders were not placed until some time in January, 1953. Priorities do not mean much unless they are of a high rating such as defense priorities. The priority rating that was issued to us merely guaranteed that we would obtain the steel eventually.

We will try to brief you on our endeavors to obtain the required steel:

We issued our job number to the shop as of September 10, 1952 and immediately began preparing the order lists. The order lists were completed August 15, 1952 and issued to our Purchasing Department. Purchase orders for Sheets 1, 2 and 3 of 6 were issued to Bethlehem-Pacific Coast Steel Company on August 22, 1952 for 4th quarter of 1952 rolling. For Sheet 5, a purchase order was issued to Bethlehem on October 28, 1952 for 1st quarter of 1953 rolling. Purchase orders for Sheets 4 and 6 covering

(Continued) —

necessary carbon and alloy plates, were issued to Columbia-Geneva Steel Company, November 10, 1952, for 4th quarter 1952 and first quarter 1953 rollings. Subsequently, Columbia cancelled this order for lack of rolling space.

Finally, Columbia accepted our purchase order for Sheets 4 and 6, January 14, 1953, for 2nd quarter 1953 rolling, promised in April, subsequently changed to June and then July. However, these plates eventually arrived in our yard the last week of June, 1953. We were not advised of this change of rolling and/or issued any shipping papers.

We hope from the above information, that you can appreciate that we have done our utmost to obtain necessary steel. The question has always been asked if we have tried all possible sources. This, we can assure you, has been done. There are only two mills in the United States that roll the WF sections, namely, Bethlehem and U.S. Steel, which have their mills in the East. The plate situation is the most critical, the low alloy steel being even more so.

We will start shipping the girders the first week of August, 1953. We hope that this meets with your satisfaction.

Very truly yours,

MOORE DRY DOCK COMPANY

Victor R. Sandner

VictorR. Sandner, Manager
Structural Steel Division

VRS/cs

cc: Natt McDougall Co.

1953

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 25, 1953
Salem, Oregon

NOTED
State Highway Engineer

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Attached hereto is a letter I have written for your signature to the Moore Dry Dock Company about the delay in delivery of steel for the Center Street Bridge. After I left you yesterday, I talked to the Moore Dry Dock Company's erection superintendent. While he is not directly concerned with the scheduling of fabrication, he told me that he had heard that the delivery on steel had been expedited so that we would get it earlier than I had thought. I then called Mr. Sandner in Oakland. He advised me that the steel was rolled by the Geneva plant June 20, and he presumed that it was enroute to their plant. He estimated that steel would be delivered to the Salem job by August 1. If they meet this delivery date, we will be able to get the Center Street Bridge opened by Thanksgiving.

In view of the above, you may not want to send the attached letter.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Encl.

NOTED
G.S. PAXSON

June 25, 1953

Moore Dry Dock Company
Foot of Adeline Street
Oakland 4, California

Attention: Mr. Victor P. Sandner

Gentlemen:

Reference is made to the delivery and erection of structural steel for the Center Street Bridge in Salem.

Mr. Paxson has brought to my attention your letters of May 20 and 26. The delay in the delivery of structural steel is a serious matter. The State has a large investment in this structure which, until the project is complete, is bringing in no return. Except for your part of the work the project could be in use early this fall. It now appears that it will be well into the winter before the structure can be in use.

My examination of the record shows that priorities for this steel were issued to the general contractor on July 15, 1952, but that your order was not placed until some time in January 1953. We have several other projects involving low alloy steel plate in greater amounts than in the Center Street project and contracted after the date of this contract, on which delivery has already been made.

We expect our contractors to conduct their work so that projects are completed without undue delay. In this instance, the general contractor has made an excellent record on all except the relatively small amount of structural steel. We must insist that you do your part of the job so that the project can proceed to completion on the same excellent schedule that has been maintained in the past. Please keep me advised as to the progress you are making.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc Matt McDougall Company
G. S. Paxson

RECEIVED

U 322(3)

3767

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1953

SUBJECT: Center Street Bridge

NOTED
State Hwy. Engineer

To:
Mr. R. H. Baldock
State Highway Engineer

Dear Sir:

The Center Street Bridge, under contract to the Natt McDougall Company, includes the furnishing and erecting of an 82'-6" plate girder span at the east end of the existing steel trusses. This girder span is to be fabricated and erected by the Moore Dry Dock Company of Oakland, California, under subcontract. We are advised that the structural steel for this girder will not be rolled until July of this year. With this rolling date, it will very probably be September before the steel is fabricated and delivered to the job. The remainder of the job is well ahead of schedule, and we had every hope of having this structure open to traffic this fall. With the delay in structural steel it appears that the project cannot be opened until at least the middle of the winter.

The Moore Dry Dock Company was the subcontractor on the furnishing and erecting of structural steel for the Independence Bridge over the Willamette River in 1948-49-50. We experienced the same delay in the delivery of structural steel on this Independence project. The contract for that project was awarded on April 30, 1948, with a completion date of December 31, 1949. We lost an entire year due to delay in steel delivery, and the project was not opened to traffic until late in 1950.

The contract for the Center Street Bridge was awarded on July 11, 1952, with a specified completion, except for painting, of December 31, 1953. As stated above, the remainder of the project is progressing so rapidly that we should have completed the work several months ahead of schedule.

On July 15, 1952, immediately after the award of the contract, we extended priorities for all structural steel for this project to the general contractor. The priorities for plate, which is the item now holding up the project, was for the third quarter of 1952. The Moore Dry Dock Company did not get this order placed for third quarter rolling, and on November 1 we advised the general contractor of a revision shifting the plate to the first quarter of 1953. Apparently Moore Dry Dock Company placed this order with Columbia Steel Company some time in January 1953, or about six months after the award of contract. On May 20, 1953, we received a copy of a letter from Moore Dry Dock Company to the general contractor advising that Columbia-Geneva Steel Company had revised their schedule and would not roll the steel until July. I immediately wrote the Moore Dry Dock Company calling their attention to the serious consequences of this delay and asked that they immediately investigate all other sources of supply. They answered this letter saying that Columbia Steel Company was the only mill that would accept the rolling and assured me that they were doing everything they could do to persuade the mill to expedite the rolling schedule.

The record of the Moore Dry Dock Company, in so far as our work is concerned, is not good. Subsequent to the award of the contract for the Center Street Bridge, we had placed under contract four other projects involving structural steel. On these four projects the delivery of structural steel has been considerably better. These are as follows:

Project	Fabricator	General Contractor	Steel Weight (pounds)	Contract Awarded	Steel Delivered
Center Street Bridge	Moore Drydock Company	Natt McDougall Company	95,000	7/11/52	9/2/53
St. Joseph Undercrossing	Poole, McGonigle & Dick	C. J. Eldon	130,000	10/21/52	6/1/53
102nd Avenue Undercrossing	Poole, McGonigle & Dick	Donald M. Drake Company	146,000	2/18/53	7/15/53
Haynes Slough Bridge	Poole, McGonigle & Dick	Valley Construction Company	92,000	7/11/52	6/20/53
Hood River Bridge	Gunderson Bros.	Gunderson Bros.	450,000	3/14/52	6/30/53

You will notice that the three projects on which Poole, McGonigle & Dick are the fabricators have come through in very good shape. The Hood River Bridge, being fabricated by Gunderson Bros., has not progressed as rapidly. This has not been primarily because of delivery of steel from the mills, but because the fabricating shop was overloaded with work for the navy.

I have not had an opportunity to visit the Moore Dry Dock Company's shop and do not know whether all of these delays are caused by slow delivery from the mills, or whether this job has been delayed for their own convenience.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc C. W. Enfield

Form E-1--10M--7-50

U - 322 ( )

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 15, 1952

Section Center Street Bridge Reconstruction

Kind of work 718' & 752' RCA & 2 spans

Highway Salem - Dallas

Section prefix 24-1054

Contractor Natt McDougall

Contract number 3767

Date of contract July 11, 1952

Date of completion Dec. 31, 1952

Date work started Aug 25, 1952

Estimated date of completion If held up July 31, 1954

Amount of contract . . . . $ 564,677.50

Per cent of time elapsed ____%

Estimated cost of completed project, exclusive of engineering . . . . $____

Per cent of contract completed, based on total contract price . . . . ____%

Engineering cost to date Our cost to date $ 1271.91, ____%

Date project was completed ____, 19__

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed referenceing line for reconstruction of Center St Bridge piers & bents between Commercial Street & Water St. Notes (one sheet) to Resident Bridge Engineer Friday .

Worked 10th, 12th, 13th, 14th; 11th was a holiday.

Mohney, sickleave 14th.

Wolfe, " 10th.

RECEIVED
NOV 17 1952
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 17 1952
OFFICE OF
DIVISION ENGINEER

Signed J. F. McGee

Address Res. Englr.

NOTE
K. D. LYTL

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	Rain		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing Dept. 41608

RECEIVED
FORM E-122X 37,500 4-52
FILING

122(3)

—

[illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 22, 1952

Mr. Alfred Mundt
City Recorder
City Hall
Salem, Oregon

Dear Sir;

This note is simply to acknowledge receipt of your letter of October 18, 1952 in which you enclose certified copies of City of Salem Resolutions Nos. 6301, 6302, and 6306, providing for special traffic regulations in the area of the Center Street Bridge during the time that this bridge is being reconstructed.

I wish to thank you for the information which I am passing on to the Engineering Department.

Respectfully yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl

cc:
R. H. Baldock
W. C. Williams ✓

NOTED
W. C. WILLIAMS

Mr Baldock's
copy given
to Mr Crandall

CITY OF SALEM, OREGON

Office of City Recorder

CAPITAL OF THE STATE OF OREGON - INCORPORATED 1857

October 18, 1952

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are enclosing herewith certified copies of City of Salem Resolutions Nos. 6301, 6302 and 6306.

Resolution No. 6306, adopted at a Special Meeting of the Council held October 17th, provides special traffic regulations in the area of the Center Street bridge during time of reconstruction of the bridge.

Resolutions Nos. 6301 and 6302, passed at the last regular meeting of the Council held October 13th, are also traffic control measures on the same area.

Very truly yours,

/s/ Alfred Mundt
Alfred Mundt,
City Recorder

AM:bjm
Enclosures 3

CERTIFICATION

STATE OF OREGON)
County of Marion) ss.
City of Salem)

I, ALFRED MUNDT, hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Salem, Oregon, and I further certify that the foregoing copy of Resolution No. 6302, passed by the Common Council on the 13th day of October, 1952, has been prepared by me, and compared with the original thereof, and is a true and correct copy of the original and of the whole thereof.

WITNESS my hand and the seal of the City of Salem, Oregon, this 14th day of October, 1952.

/s/ Alfred Mundt
City Recorder of the City of Salem, Oregon

(Seal)

CERTIFICATION

STATE OF OREGON)
County of Marion) ss.
City of Salem)

I, ALFRED MUNDT, hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Salem, Oregon, and I further certify that the foregoing copy of Resolution No. 6302, passed by the Common Council on the 13th day of October, 1952, has been prepared by me, and compared with the original thereof, and is a true and correct copy of the original and of the whole thereof.

WITNESS my hand and the seal of the City of Salem, Oregon, this 14th day of October, 1952.

/s/ Alfred Mundt
City Recorder of the City of Salem, Oregon

(Seal)

RESOLUTION 6301

WHEREAS, to minimize existing traffic hazards and to promote the safety and general welfare of the citizens of the city of Salem, and others, it is deemed necessary to prohibit the parking of vehicles at all times beneath the Marion Street bridge, between Front Street and the alley east of Front Street; now, therefore,

BE IT RESOLVED BY THE COMMON
COUNCIL OF THE CITY OF SALEM, OREGON:

Section 1. That the parking of vehicles hereby is prohibited beneath the Marion Street bridge, between Front Street and the alley east of Front Street; and it shall be unlawful for the operator of any motor vehicle to park the same on the said portion of Marion Street.

Section 2. That the city engineer hereby is directed to make the appropriate markings and erect the necessary signs on said portion of Marion Street to effect the purpose of this resolution.

Section 3. That that portion of section 1 of Resolution No. 6123 which provides for the parking of vehicles beneath the Marion Street bridge, be and the same hereby is rescinded.

ADOPTED by the Common Council this 13th day of October, 1952.

ATTEST:

/s/ Alfred Mundt
City Recorder

RESOLUTION NO. 6302

WHEREAS, to minimize existing traffic hazards and to protect pedestrians crossing public streets, and to promote the safety and general welfare of the citizens of the City of Salem, and others, it is deemed necessary to mark off crosswalks across Commercial Street at the north line of Marion Street and across Marion Street at the east line of Commercial Street; now, therefore,

BE IT RESOLVED BY THE COMMON COUNCIL
OF THE CITY OF SALEM, OREGON:

That a crosswalk be marked off across Commercial Street at the north line of Marion Street, and across Marion Street at the east line of Commercial Street.

And Be It Further Resolved that the city engineer hereby is directed to make the appropriate marks and to paint the necessary lines to indicate the above crosswalks.

ADOPTED BY the Common Council this 13th day of October, 1952

ATTEST:

/s/ Alfred Mundt,

Alfred Mundt
City Recorder

RESOLUTION NO. 6306

WHEREAS, to minimize existing traffic hazards, to promote the safety and general welfare of the citizens of the City of Salem, and others and to facilitate the flow of traffic during the construction or reconstruction of the Center Street bridge and the completion of the Marion Street bridge, it is deemed necessary to provide special traffic regulations in the bridge area during such time; now, therefore,

BE IT RESOLVED BY THE COMMON

COUNCIL OF THE CITY OF SALEM, OREGON:

Section 1. It shall be unlawful to drive or operate a motor vehicle in a northerly direction upon North Front Street, between Chemeketa Street and Marion Street.

Section 2. That a stop sign shall be erected and installed on the south side of Center Street immediately west of Front Street, requiring all eastbound traffic on Center Street, between the south line of Center Street and the bridge approach, to come to a complete stop before entering Front Street.

Section 3. That a stop sign shall be erected and installed on the west side of Front Street immediately north of Marion Street requiring all southbound traffic on Front Street to come to a complete stop before entering Marion Street.

Section 4. That a stop sign shall be erected and installed on the south side of Marion Street immediately west of Front Street requiring all eastbound traffic on Marion Street to come to a complete stop before entering Front Street.

Section 5. All vehicles being operated along Chemeketa Street, or in a northbound direction along Front Street, shall come to a complete stop before entering the intersection of Chemeketa Street with Front Street, and stop signs shall be erected at each corner of the intersection, excepting the northwest corner.

Section 6. That the city engineer hereby is directed to make the appropriate markings and erect the necessary signs on the above named streets to effect the purpose of this resolution.

ADOPTED by the Common Council this 17th day of October, 1952.

ATTEST:

/s/ Alfred Mundt,

Alfred Mundt
City Recorder

RECEIVED
FOR FILING

FORM E-128 20M REVISED 8-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

11 329 (3)

3767

October 14, 1952

Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I suggest that you obtain authority from the Commission to contract the grading and paving work required on Center Street at the east end of the Center Street Bridge in Salem as a state construction project.

The work was originally intended to be carried in the 1952 Federal-aid Urban Program as a part of $750,000 set-up in that program for the revision of the Center Street Bridge and its approaches. However, the whole of the $750,000 has been taken up in contracts already awarded and no balance remains to be applied.

The work is scheduled to be contracted as a part of the November letting. The estimated cost is $20,000.

Very truly yours,

S H Probert

S. H. Probert
Office Engineer

SHP:tp

RECEIVED
OCT 14 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT [illegible] 1952
FOR FILING

October 9, 1952

Mr. J. L. Franzen
City Manager
Salem, Oregon

Dear Mr. Franzen:

It is planned to start reconstruction of the Center Street bridge in the very near future, providing the Salem City Council will pass the requisite ordinances to permit the action as is hereinafter described. The reconstruction of this bridge can be expedited by an immediate starting of the work which will necessitate closing that section of Center Street between Commercial and Front Streets. This closure will necessitate a detour for traffic moving between Salem and West Salem, but access will be retained for the businesses along Center Street. Thus, it will be necessary to develop a rerouting of traffic until such time as the Marion Street bridge is open.

There is attached one copy of a plan illustrating the proposed rerouting of traffic berween the central business district and the east end of the Center Street bridge. It is planned that traffic leaving the central business district will proceed northerly on Liberty Street to Marion Street, thence westerly on Marion Street to Front Street and southerly on Front Street to Center Street and the east end of the bridge. Traffic moving from West Salem to the business district will make a right turn on Front Street at the east end of the bridge and then move southerly on Front Street to Chemeketa Street or other streets. Through highway traffic will be routed via Chemeketa Street to Liberty, thence north on Liberty Street to Center Street.

Because of the added load which will be thrown on Front Street under this plan, it is believed that Front Street should be made one-way southbound between Marion and Chemeketa Streets. It will also be necessary to require all traffic entering the intersection of Front and Marion Streets from the north and west to stop before proceeding. It will likewise be necessary to stop all traffic entering the intersection of Front and Chemeketa Streets, with the exception of that entering from the north.

As a part of the series of ordinances passed by your City Council last fall prior to the opening of the one-way street system, an ordinance was passed prohibiting parking on the north side of Marion Street between Commercial and Front Streets. Providing the City will approve the plan as outlined, the State Highway Department will proceed with the installation of signs implementing this ordinance. Because of the restricted sight distances involved, we recommend the prohibition of parking under the bridge structure between Commercial and Front Streets during this period.

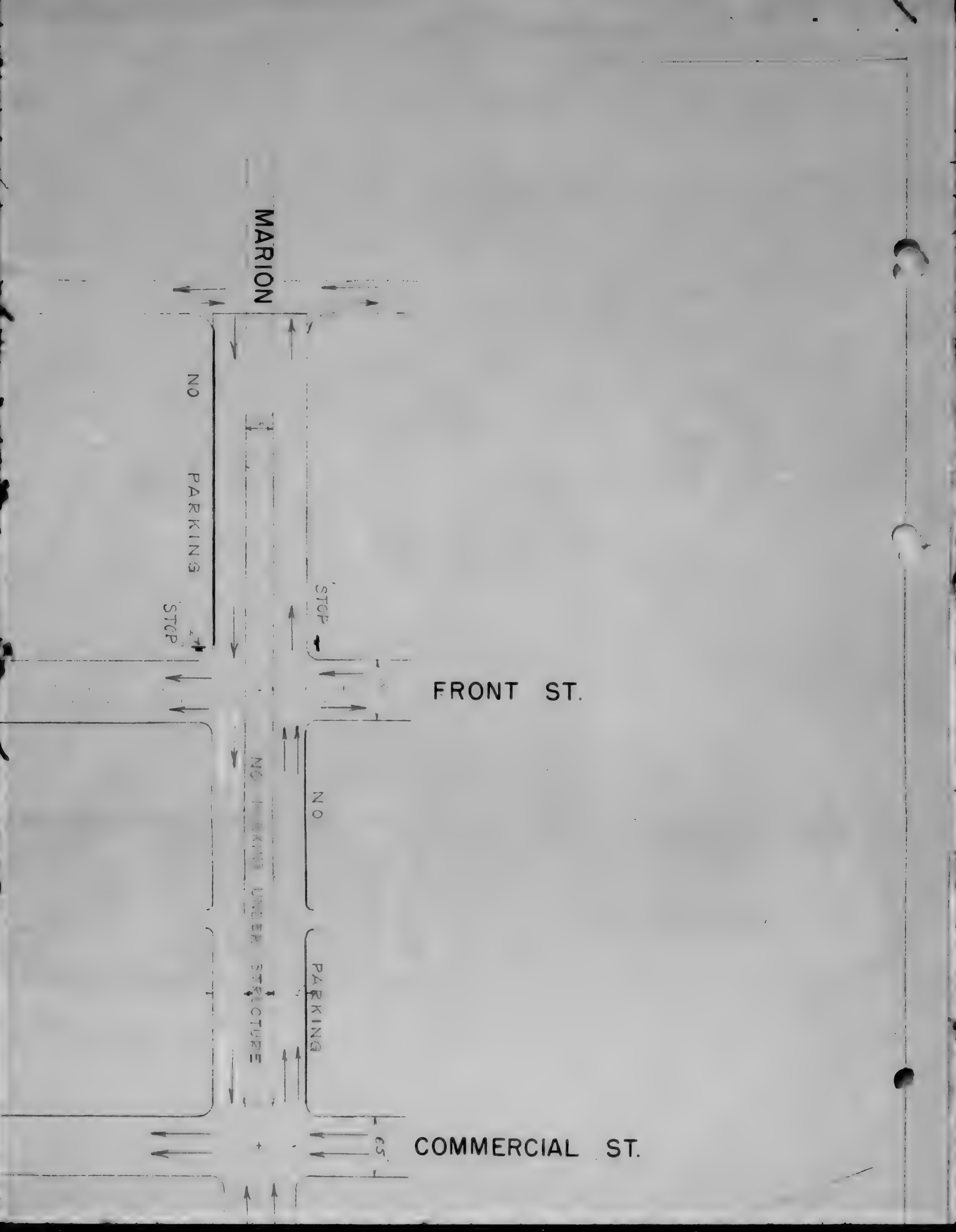
In addition to the Front Street route, it will be possible for local traffic moving from the central business district to West Salem to proceed westerly on Chemeketa to Water Street, northerly on Water Street to Marion Street, thence easterly on Marion Street to Front Street and southerly to the east end of the bridge. To make this plan successful, it will be necessary to prohibit parking on the south side of Marion Street between Water Street and Front Street.

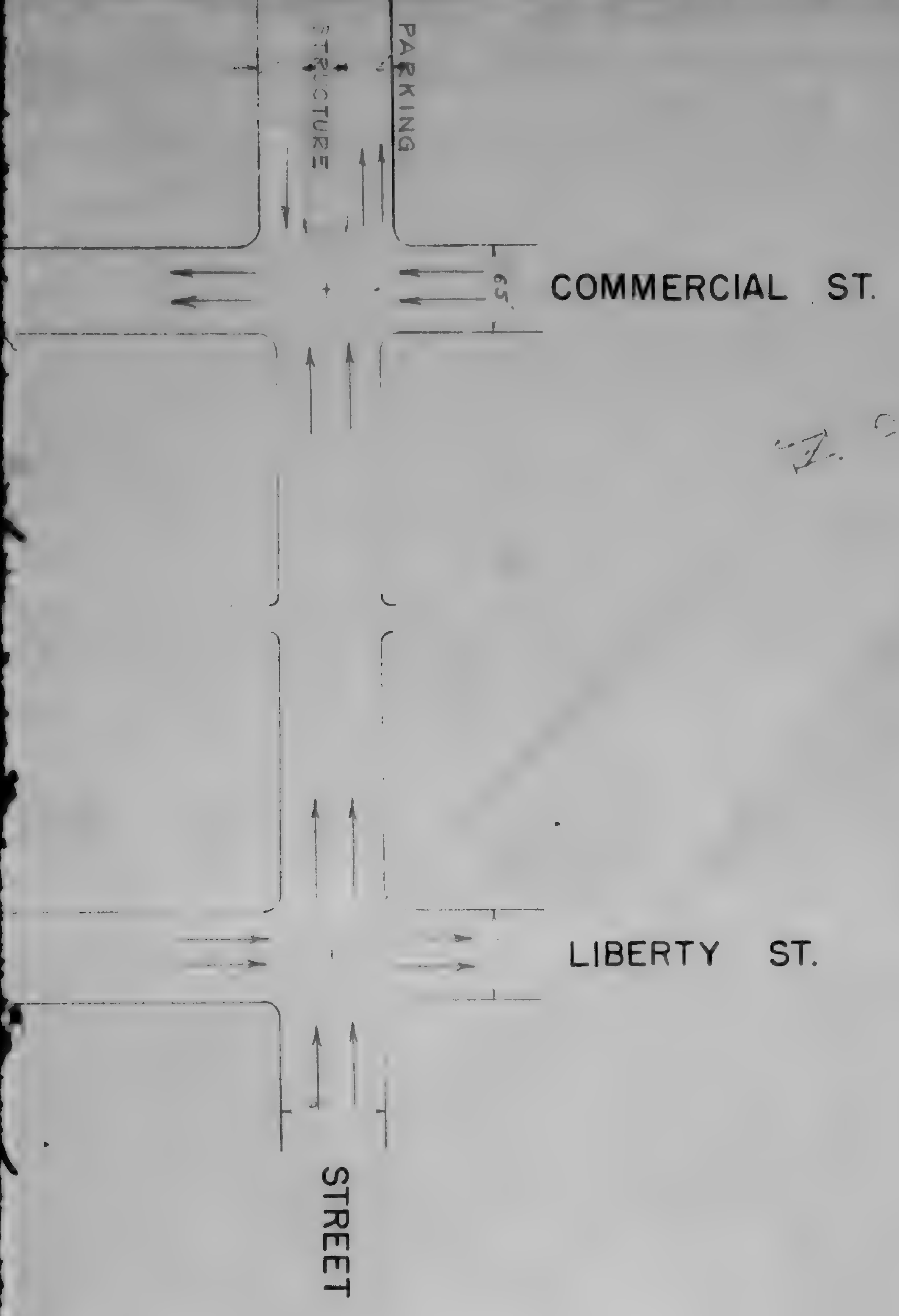
As a part of the over-all plan for the operation of the bridgehead circle, it has been planned to make that section of Center Street between Commercial and Liberty Streets one-way. This method of operation should be put into effect as soon as Center Street has been closed.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. F. B. Crandall


MARION
NO PARKING
STOP
STOP
FRONT ST.
NO PARKING UNDER STRUCTURE
NO PARKING
COMMERCIAL ST.
65

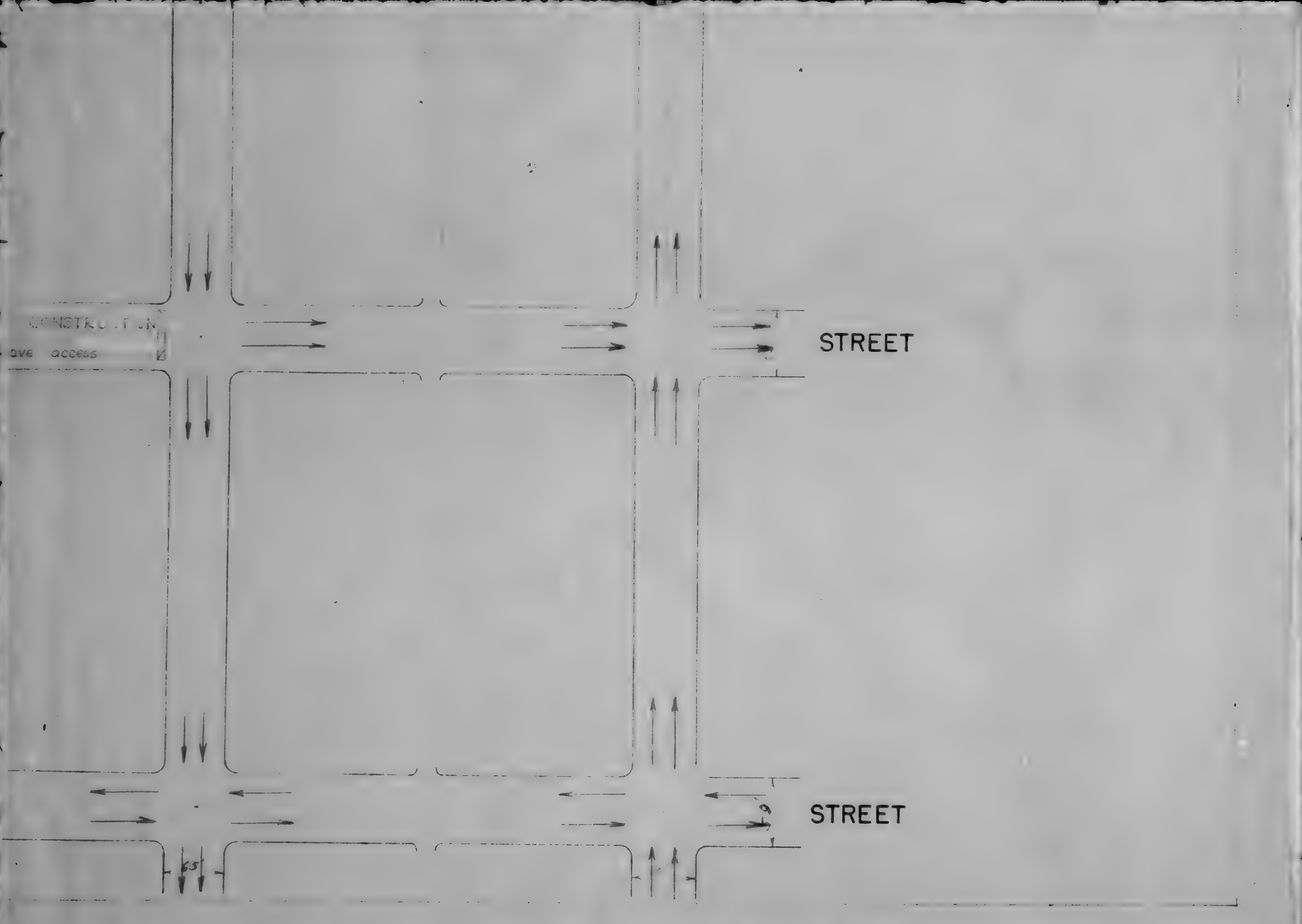


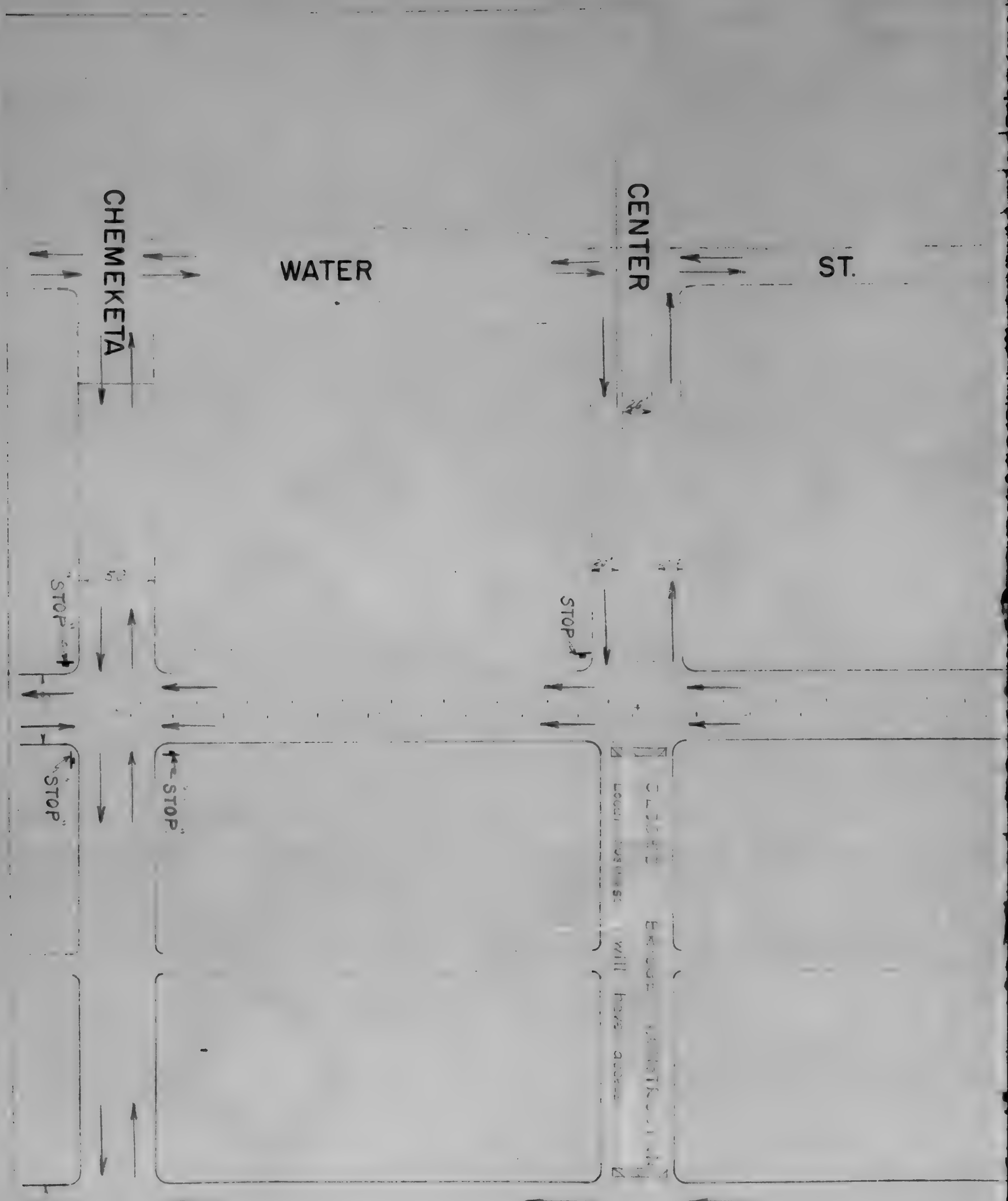
OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

PROPOSED TRAFFIC FLOW REVISION

SALEM

SCALE: 1"=100'
OCTOBER, 1952


CONSTRUCTION
ave access
STREET
STREET
65'
9'


CHEMEKETA
WATER
CENTER
ST.
56
52
"STOP"
STOP
"STOP"
STOP"
65
CLOSED Except [illegible]
Local business will have access

RECEIVED
OCT 2 1953
FOR FILING

U-322 (3)

September 11, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Willamette River (Center St.) Bridge Section, Project No. U-322 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. U-322 (3)

WILLAMETTE RIVER (CENTER STREET) BRIDGE

ON THE SALEM-DALLAS HIGHWAY IN MARION AND POLK COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 18, 1952

Type Code E932
Bridge (Sta. 34+08.32 to 56+24.74)

All Required		Removal of Old Approaches		$ 27,500.00
1,990	cu. yds.	Structural Excavation	$ 4.00	7,960.00
10	cu. yds.	Structural Excavation, Below Elevation Shown	10.00	100.00
7,900	lin. ft.	Furnish Treated Timber Piling	1.45	11,455.00
1,350	lin. ft.	Furnish Steel Piling	4.40	5,940.00
264	only	Drive Timber Piles	40.00	10,560.00
35	only	Drive Steel Piles	50.00	1,750.00
3,500	cu. yds.	Class "A" Concrete	70.00	245,000.00
684,000	lbs.	Metal Reinforcement	0.12	82,080.00
2,610	lin. ft.	Metal Rail	12.75	33,277.50
40,000	lbs.	Structural Carbon Steel	0.35	14,000.00
55,000	lbs.	Structural Low Alloy Steel	0.35	19,250.00
All Required		Raising Steel Trusses		14,000.00
All Required		Cleaning and Painting Old Steel		11,000.00
All Required		Electric Roadway Heating System Complete (70%)		20,300.00
			Subtotal	$504,172.50
			10% Engr. & Cont.	50,417.25
			Total	$554,589.75
		Length	0.420 mile	

Federal Funds- $308,000.00
State Funds- 246,589.75

$554,589.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Urban
Project No. U-322 (3)

WILLAMETTE RIVER (CENTER STREET) BRIDGE

ON THE SALEM-DALLAS HIGHWAY IN MARION AND POLK COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 17, 1952

Type Code X932
Bridge (Sta. 34+08.32 to 56+24.74)

All Required		Removal of Old Approaches		$ 20,000.00
1,990	cu. yds.	Structural Excavation	$ 7.50	14,925.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
7,900	lin. ft.	Furnish Treated Timber Piling	2.00	15,800.00
1,350	lin. ft.	Furnish Steel Piling	6.50	8,775.00
264	only	Drive Timber Piles	35.00	9,240.00
35	only	Drive Steel Piles	50.00	1,750.00
3,500	cu. yds.	Class "A" Concrete	67.50	236,250.00
684,000	lbs.	Metal Reinforcement	0.12	82,080.00
2,610	lin. ft.	Metal Rail	12.00	31,320.00
40,000	lbs.	Structural Carbon Steel	0.25	10,000.00
55,000	lbs.	Structural Low Alloy Steel	0.25	13,750.00
All Required		Raising Steel Trusses		25,000.00
All Required		Cleaning and Painting Old Steel		7,500.00
All Required		Electric Roadway Heating System Complete (70%)		28,000.00

Subtotal	$504,490.00
10% Engr. & Cont.	50,449.00
Total	$554,939.00

Length 0.420 mile

Federal Funds..	$308,000.00
State Funds..	246,939.00
	$554,939.00

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project U-322(3), Center Street Bridge on Salem-Dallas Highway over Willamette River in Salem, Oregon, have today been recommended for approval, subject to such changes as may be requested by the Division Engineer. This is to authorize your advertising for bids.

Please forward the usual copies of encroachment resolutions from the city of Salem prior to submission of the project agreement estimate.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

Oregon State Highway Department

Federal Aid Urban
Project No. U-322 (3)

WILLAMETTE RIVER (CENTER STREET) BRIDGE

ON THE SALEM-DALLAS HIGHWAY IN MARION AND POLK COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 17, 1952

Type Code X932
Bridge (Sta. 34+08.32 to 56+24.74)

All Required		Removal of Old Approaches		$ 20,000.00
1,990	cu. yds.	Structural Excavation	$ 7.50	14,925.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
7,900	lin. ft.	Furnish Treated Timber Piling	2.00	15,800.00
1,350	lin. ft.	Furnish Steel Piling	6.50	8,775.00
264	only	Drive Timber Piles	35.00	9,240.00
35	only	Drive Steel Piles	50.00	1,750.00
3,500	cu. yds.	Class "A" Concrete	67.50	236,250.00
684,000	lbs.	Metal Reinforcement	0.12	82,080.00
2,610	lin. ft.	Metal Rail	12.00	31,320.00
40,000	lbs.	Structural Carbon Steel	0.25	10,000.00
55,000	lbs.	Structural Low Alloy Steel	0.25	13,750.00
All Required		Raising Steel Trusses		25,000.00
All Required		Cleaning and Painting Old Steel		7,500.00
All Required		Electric Roadway Heating System Complete (70%)		28,000.00
			Subtotal	$504,490.00
			10% Engr. & Cont.	50,449.00
			Total	$554,939.00

Length 0.420 mile

Federal Funds..	$308,000.00
State Funds..	246,939.00
	$554,939.00

Form PR 2 (Revised 1946)

446

State Oregon

Federal Aid Urban

Project No. U-322(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of November, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of December, 1950, a program, which was approved on the 30th day of January, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of June, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred eight thousand and 00/100 dollars ($308,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 56+24.74 and survey station 34+08.32 all in Salem, without exception,**

, length **0.420** miles, in **Polk and Marion** County, being **Oregon Federal Aid / Urban** project No. **U-322(3)**, consisting of **0.000** miles of roadway and **one** bridge~~s, each~~ of more than 20 feet clear span, **0.420** of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred eight thousand, and 00/100 dollars ($308,000.00), which does not exceed the authorized Federal pro rata share of five hundred fifty-four thousand, five hundred eighty-nine and 75/100 dollars ($554,589.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
A H Beaman
SECRETARY

RECOMMENDED FOR APPROVAL:
R H Baldock
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-8

RECEIVED
NOV 14 1952

RECEIVED
NOV 12 1952
DIVISION

RECEIVED
NOV 14 1952

RECEIVED
AUG 6 1952
FOR FILING

[illegible]

3767

August 5, 1952

Natt McDougall Company
824 Pittock Block
Portland 5, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3767, which was awarded to you on July 11, 1952 by the State Highway Commission, covering the Center Street Bridge Approaches & Revisions Project in Marion and Polk Counties. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-5-52

RECEIVED
FOR FILING

July 24, 1952

Oregon State Highway Commission

Gentlemen:

In taking bids for the west approach to the Willamette River bridges at Salem we arranged to provide for construction of a dike for the City of Salem west of the Willamette River, provided the City would pay the entire cost of said dike and make a deposit in advance to cover the estimated cost. The City has deposited with the Secretary to the Commission the amount of $12,000 to cover the proposed work, and at the next meeting there will be presented to you a form of agreement with the City of Salem covering the work. I recommend your approval of the agreement as prepared by the Chief Counsel and as has been executed by the City of Salem.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Herewith three copies of an agreement with the City of Salem covering the proposed dike installation in West Salem. The city's advance deposit in the amount of $12,000 to cover the cost of the installation has been received this date and transferred to Mr. Glaisyer.

This matter was not handled under an assignment number.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange

Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
W. C. WILL

RECEIVED
JUL 18 1952
ENGINEER

FORM E-90 37,500 4-52 55505

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 17, 1952
Salem, Oregon

To: John W. Catthall

SUBJECT:

~~Mr. W. C. Williams~~
Assistant State Highway Engineer
OFFICE

Dear Mr. Williams:

Attached hereto please find the original and four copies of a proposed agreement to be entered into between the State Highway Commission and the City of Salem, relative to the installation of a dike near the west approaches to the Marion Street Bridge.

This agreement has been tentatively approved by the Commission at its last meeting. One change has been made in the agreement to make the estimated cost therefor $12,000, instead of $15,000.

Mr. Kowitz, City Attorney for the City of Salem, has advised that he will submit his written opinion as to the legality of the contract. When the same is executed by the City, upon receipt of such written opinion Mr. Enfield will approve the contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert May
ROBERT MAY
Assistant Attorney

RM:jfw

Encls: 5

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 24, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

In connection with the Center Street bridge the City of Salem adopted an encroachment resolution on July 14. This clears this project in so far as this office is concerned.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM

RECEIVED
JUL 24 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Natt McDougall Company
8[illegible]4 Pittock Block
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3767 for the reconstruction of the Center Street Bridge on the Salem-Dallas Highway at Salem in Marion and Polk Counties. This award was based on your bid of $564,677.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa
G. S. Paxson

RECEIVED
FOR FILING

OREGON DISTRICT

U-322 (3)
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 11, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project U-322(3), Center Street Bridge over the Willamette River, Salem-Dallas Highway, to Natt McDougal Company, Portland, Oregon, low bidder in the amount of $564,677.50 at the July 11, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 27, 1952

NOTED
W. C. WILLIAMS

U 322(3)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Center Street Bridge, Project U-322(3)

Dear Sir:

Concerning form CMP-4C dated June 20, 1952, the Division Office has advised as follows:

> "Your June 20 memorandum transmitting revised form CMP-4C, also dated June 20, for the above project was received after issuance of allotment BPR Serial No. D35-182. Consequently it is not possible simply to substitute the June 20 CMP-4C for the one dated June 12.
>
> To effect return of the 25 tons of first quarter shapes the State should submit a form CMP-12. Upon receipt of that form we will issue an allotment of 36 tons of fourth quarter shapes as requested. Corrections of the June 20 CMP-4C, i.e., checking 'Revision' instead of 'Initial', inserting references to the June 12 application, etc., will be made on our copies."

It will be noted that an allotment authorization letter can not be issued in accordance with your June 20 request until there has been a return of the quantities authorized under D35-182.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

CC - C. A. Gardner

RECEIVED
APR [illegible] 1951
FOR FILING

April 16, 1951

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon, for approval by the Chief of Engineers and the Secretary of the Army of plans for the revision of a bridge across the Willamette River on an extension of Center Street in the City of Salem. The existing structure is covered by a permit issued on May 28, 1917, your file ED 112-331/8.

The proposed revision is shown on sheet 2 of the attached plan and elevation and consists in the raising of the truss just east of the main channel span so that a uniform clearance of 43'-9" above low water is provided. Horizontal clearances will not be changed, nor will vertical clearances under the main channel span or the west truss be changed.

Attached hereto are five copies of the map, plan and elevation showing the proposed revisions, one of these copies being on linen.

Legal authority for the structure is found in the General Bridge Act of 1946. Enclosed herewith is an excerpt from the minutes of the Highway Commission authorizing the application. Specific authority of the engineer to prepare plans and specifications is found in O.C.L.A., Section 100-126, subsection 6.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:gm

RECEIVED
FOR FILING

21 [illegible]

[illegible]

Salem

March 20, 1952

The Honorable Mayor and Common Council
  of the City of Salem
Salem, Oregon

Attention: Mr. J. L. Fransen, City Manager

Gentlemen:

I am attaching for your information four prints of the layout sheets for the reconstruction of the Center Street bridge over the Willamette River at Salem, which plan shows the plan and elevation of the structure on both sides of the river, also four prints from drawing No. 1-B-2, which is an enlarged plan and elevation of the east approach to the Center Street bridge, showing in particular the roadway widths and clearances under the proposed new approach structure.

These designs are made pursuant to and in accordance with the agreement signed by and between the City of Salem and the State Highway Commission on September 21, 1949 and as amended on October 12, 1951.

Our attorney advises that it is necessary for the State Highway Commission to obtain the consent of the City to the establishment of the grade on the east approach to the Center Street bridge, which occupies about one third of the area of Center Street. No approval is required of grades on new streets or on bridge approaches on the west side of either the Center Street bridge or the Marion Street bridge when such facilities are to be built by the State Highway Commission on property owned by the State of Oregon.

We now formally ask you to approve the plans, including the grades as shown, on the east approach to the Center Street bridge, and to adopt the resolution relative thereto. Six copies of the form of resolution are enclosed. Please return three to this office. We now have your approval of the plans and the grades on the east approach to the Marion Street bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Attachments

FORM E-90 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1952

SUBJECT:

To: Mr. R. H. Baldock

OFFICE

Enclosed are six copies of a grade resolution for transmittal to the City of Salem covering the east approach to the proposed Center Street bridge. Also enclosed are three prints of a plan and elevation map upon which the elevations described in the resolution are shown in orange.

It is suggested that all copies of the resolution and map be forwarded to the city with a request that three executed copies of the resolution only be returned. It would be appreciated if two of these three executed copies could be forwarded to this office.

John W. Cattrall

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

FORM E-30 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1952

SUBJECT:

NOTED
State Highway Engineer

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Herewith six prints from the layout sheet for the Center Street Bridge over the Willamette River at Salem, which drawing shows the plan and elevation of the structure on both sides of the river, also, six prints from Drawing 1-D-2 which is an enlarged plan and elevation of the east approach to the Center Street Bridge showing roadway widths and clearances under the proposed new approach structure.

You wanted these prints to present to the City in connection with formal adoption of the plans.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

COPY

RESOLUTION

WHEREAS, State Highway No. 30 of the State of Oregon, known as the Salem-Dallas Highway, is routed through the City of Salem, Marion and Polk Counties, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

Center Street from North Commercial Street to the Willamette River.

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

COPY

DESCRIPTION OF CENTER LINE FINISHED GRADE
U.S.G.S. DATUM
CENTER STREET BRIDGE (EAST APPROACH)
SALEM-DALLAS STATE HIGHWAY NO. 30

Beginning at the elevation of the existing pavement at the intersection of the center line of the Salem-Dallas Highway (Center Street) with the center line of North Commercial Street, said elevation being 152.77; thence along the center line of said highway as follows: To elevation 156.27 at a point which is 99.43 feet westerly (when measured along the center line of said highway) from the center line of North Commercial Street; thence to elevation 173.45 at a point which is 100.67 feet easterly (when measured along the center line of said highway) from the center line of Front Street; thence to elevation 179.08 at the intersection of the center line of Front Street; thence to elevation 182.20 at a point which is 149.33 feet westerly (when measured along the center line of said highway) from the center line of Front Street; thence to elevation 182.20 at the center line of Pier No. 1 which is a point 326.08 feet westerly (when measured along the center line of said highway) from the center line of Front Street; thence to elevation 182.20 at the center line of Pier No. 2 which is a point 410.2 feet westerly (when measured along the center line of said highway) from the center line of Front Street.

COPY

And, WHEREAS, under the provisions of the laws of the State of Oregon, the Highway Commission is given jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Salem, Marion and Polk Counties, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 30 of the State of Oregon, known as the Salem-Dallas Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and maintenance.

Passed by the Common Council of the City of Salem, Marion and Polk Counties, Oregon, this ______ day of __________________________, 1952.

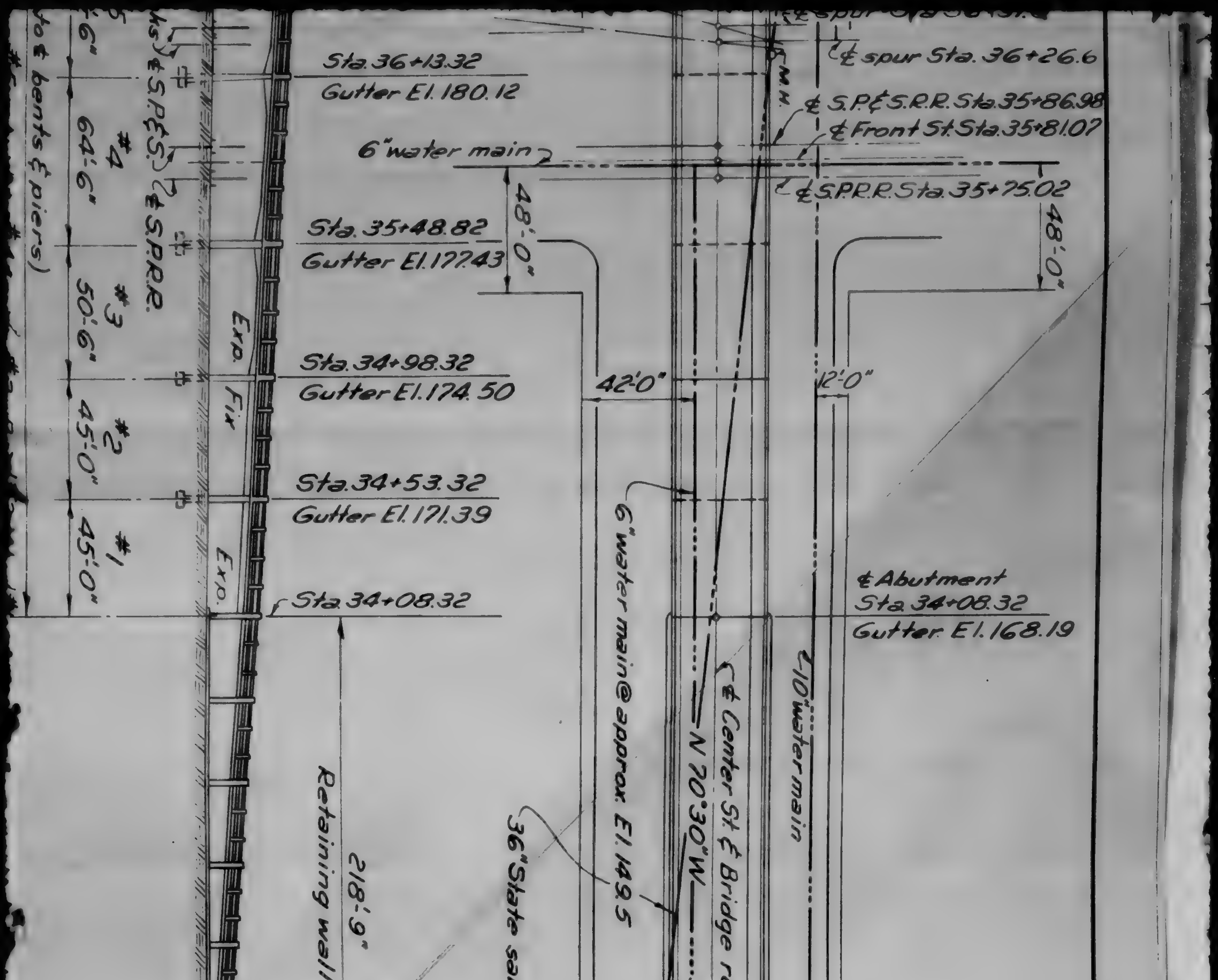
Attest:

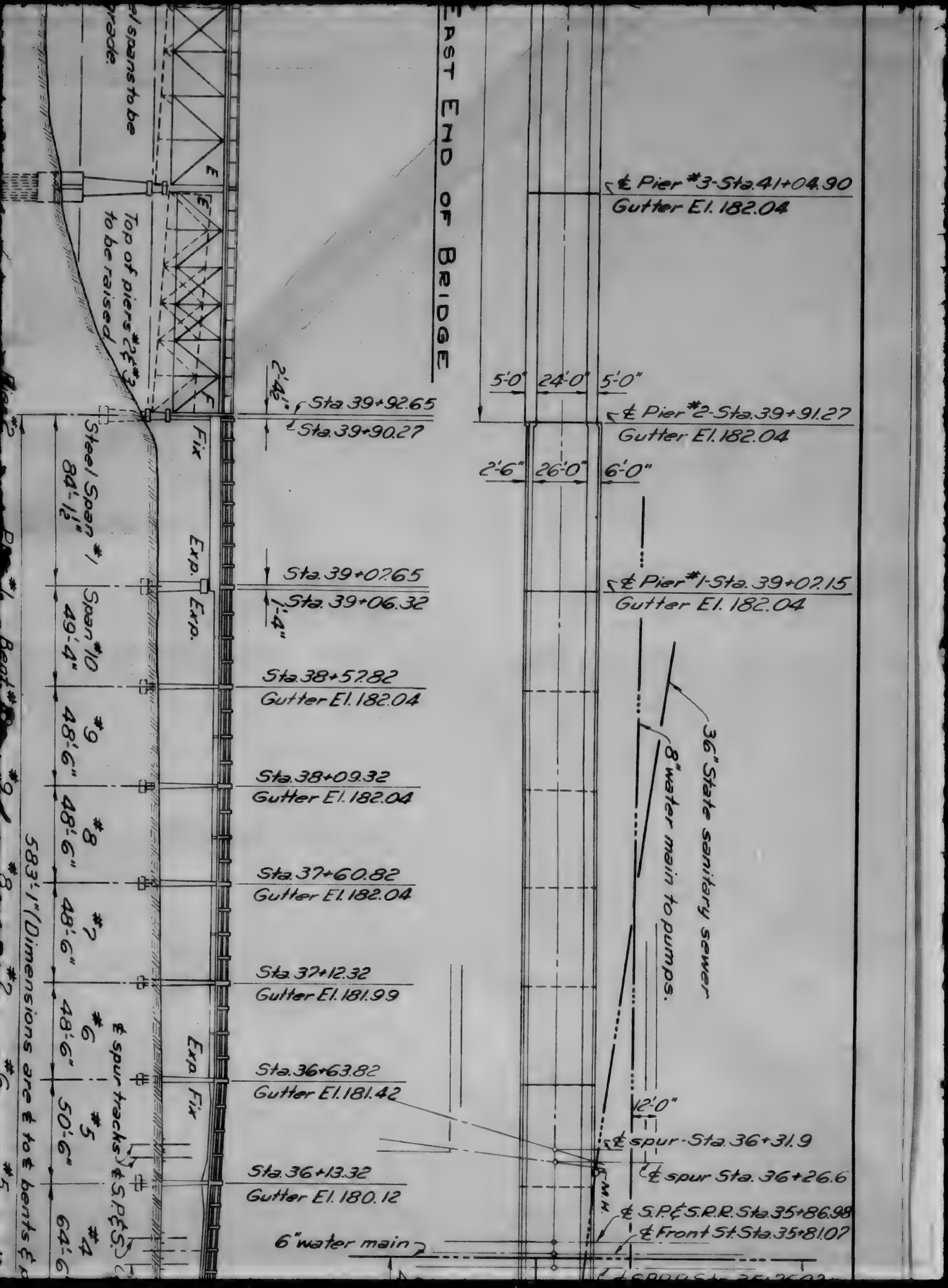
COPY

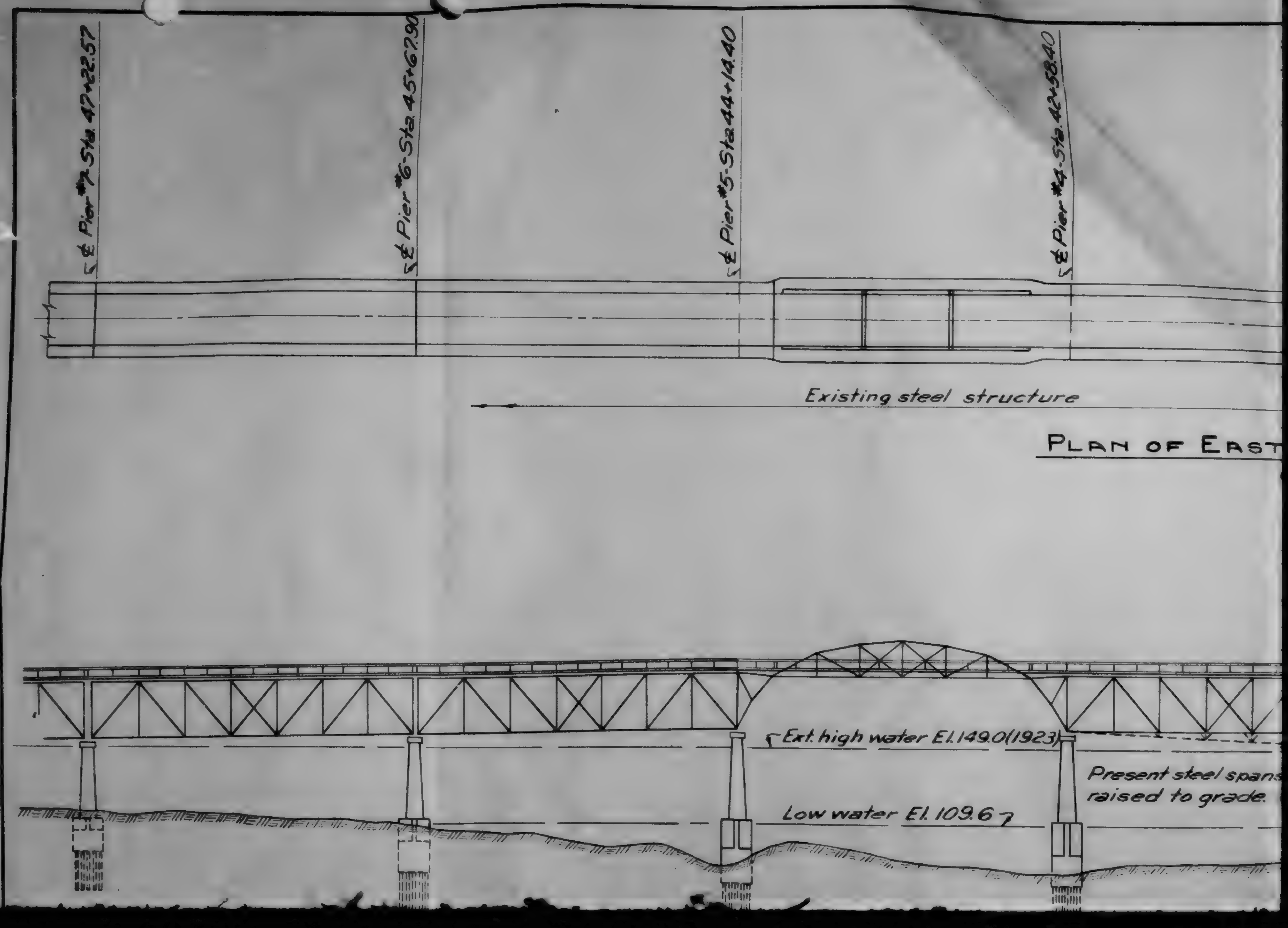
______________________________ ______________________________

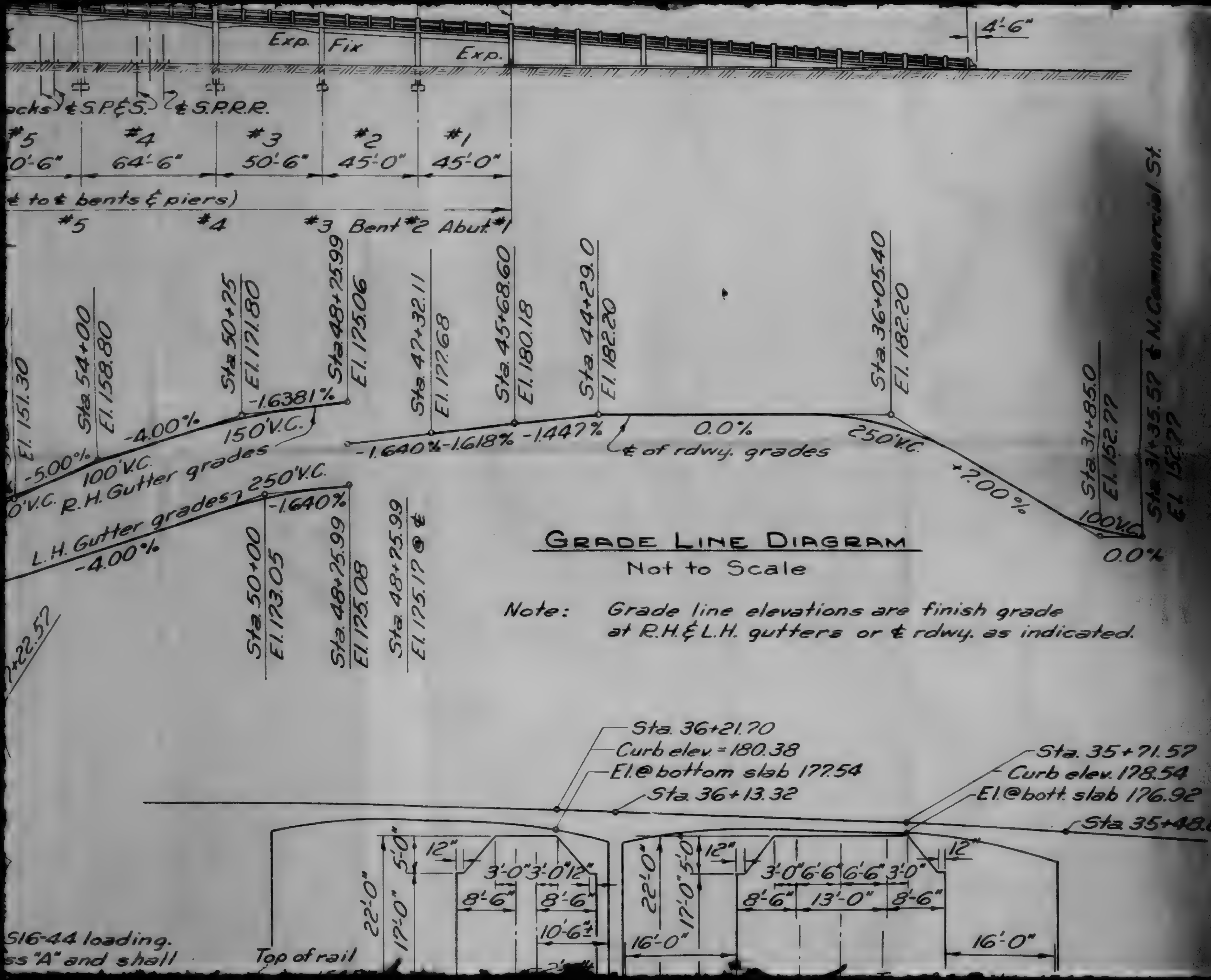
City Recorder Mayor

COPY


℄ spur Sta. 36+26.6
Sta. 36+13.32
Gutter El. 180.12
M.H.
℄ S.P.&S.R.R. Sta. 35+86.98
℄ Front St. Sta. 35+81.07
6" water main
℄ S.P.R.R. Sta. 35+75.02
48'-0"
48'-0"
Sta. 35+48.82
Gutter El. 177.43
Sta. 34+98.32
Gutter El. 174.50
42'-0"
12'-0"
Sta. 34+53.32
Gutter El. 171.39
Sta. 34+08.32
℄ Abutment
Sta. 34+08.32
Gutter El. 168.19
to ℄ bents & piers)
#4
64'-6"
#3
50'-6"
#2
45'-0"
#1
45'-0"
℄ S.P.&S.
℄ S.P.R.R.
Exp.
Fix
Exp.
Retaining wall & fill
218'-9"
6" water main @ approx. El. 149.5
36" State sanitary sewer
℄ Center St. & Bridge roadway
N 70°30' W
SALEM
℄ 10" water main
42'-0"
12'-0"
Beginning of structure
Sta. 31+89.57
El. 153.65 @ gutters
M.H.
Sta. 31+89.57
4'-6"
1'-6"
26'-0"
5'-0" S.W.
34'-6" out to out
℄ Commercial St.
Sta. 31+35.57
Elev. 152.77 @ ℄ Center St.
R/W
R/W
rcial St.
34'-6"
5'-0"
27'-6"
1'-6"
1'-6"
24'-0"
5'-0"
99'-0"


EAST END OF BRIDGE
l spans to be
rade
Top of piers #2 & #3
to be raised
E
E
E
F
℄ Pier #3-Sta. 41+04.90
Gutter El. 182.04
5'-0" 24'-0" 5'-0"
2'-4½"
Sta. 39+92.65
Sta. 39+90.27
℄ Pier #2-Sta. 39+91.27
Gutter El. 182.04
2'-6" 26'-0" 6'-0"
Fix
Exp.
Exp.
Exp.
Steel Span #1
84'-1½"
Sta. 39+02.65
1'-4"
Sta. 39+06.32
℄ Pier #1-Sta. 39+02.15
Gutter El. 182.04
Span #10
49'-4"
Sta. 38+57.82
Gutter El. 182.04
#9
48'-6"
Sta. 38+09.32
Gutter El. 182.04
#8
48'-6"
Sta. 37+60.82
Gutter El. 182.04
#7
48'-6"
Sta. 37+12.32
Gutter El. 181.99
#6
48'-6"
Exp
Fix
Sta. 36+63.82
Gutter El. 181.42
#5
50'-6"
Sta. 36+13.32
Gutter El. 180.12
#4
64'-6
℄ spur tracks ℄ S.P.&S.
583'-1" (Dimensions are ℄ to ℄ bents ℄ o
Pier #2
Pier #1
Bent #10
#9
#8
#7
#6
#5
36" State sanitary sewer
8" water main to pumps.
12'-0"
℄ spur-Sta. 36+31.9
℄ spur Sta. 36+26.6
M.H.
℄ S.P.&S.R.R. Sta. 35+86.98
℄ Front St. Sta. 35+81.07
6" water main
℄ SPRR Sta. 35+

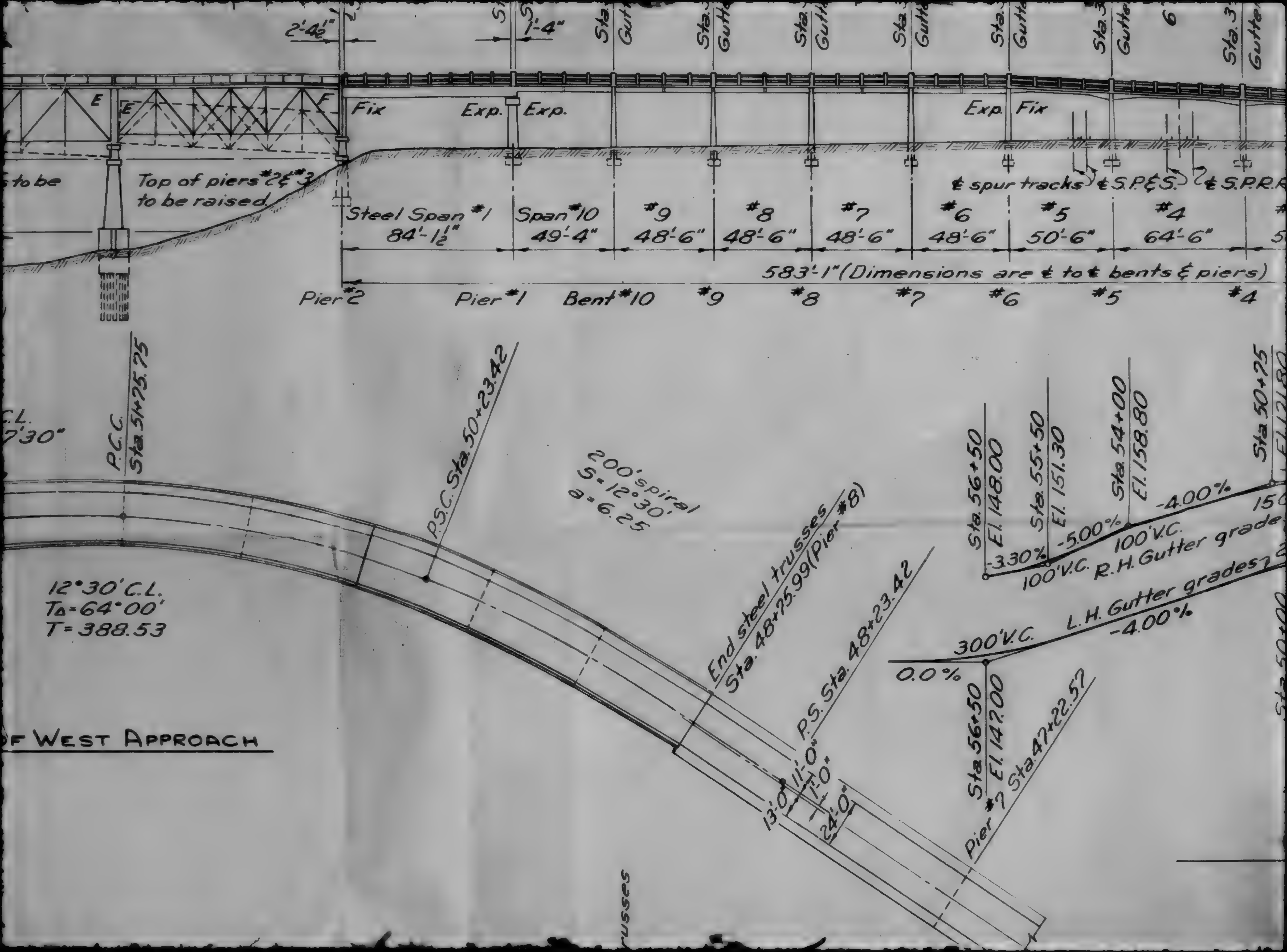

℄ Pier #7-Sta. 47+22.57
℄ Pier #6-Sta. 45+67.90
℄ Pier #5-Sta. 44+14.40
℄ Pier #4-Sta. 42+58.40
Existing steel structure
PLAN OF EAST
Ext. high water El. 149.0 (1923)
Present steel spans
raised to grade.
Low water El. 109.6

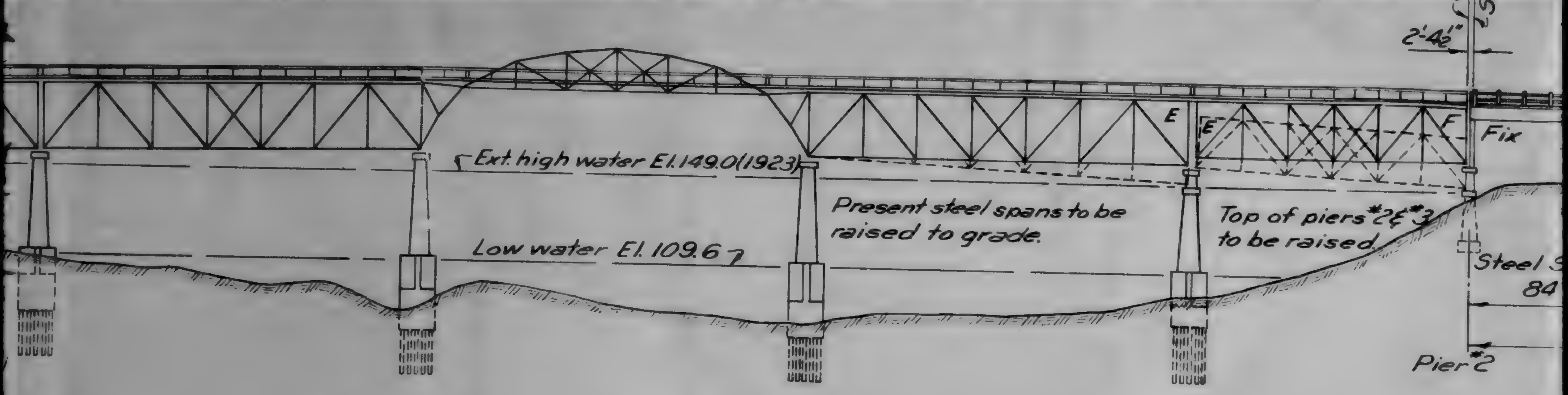


GRADE LINE DIAGRAM

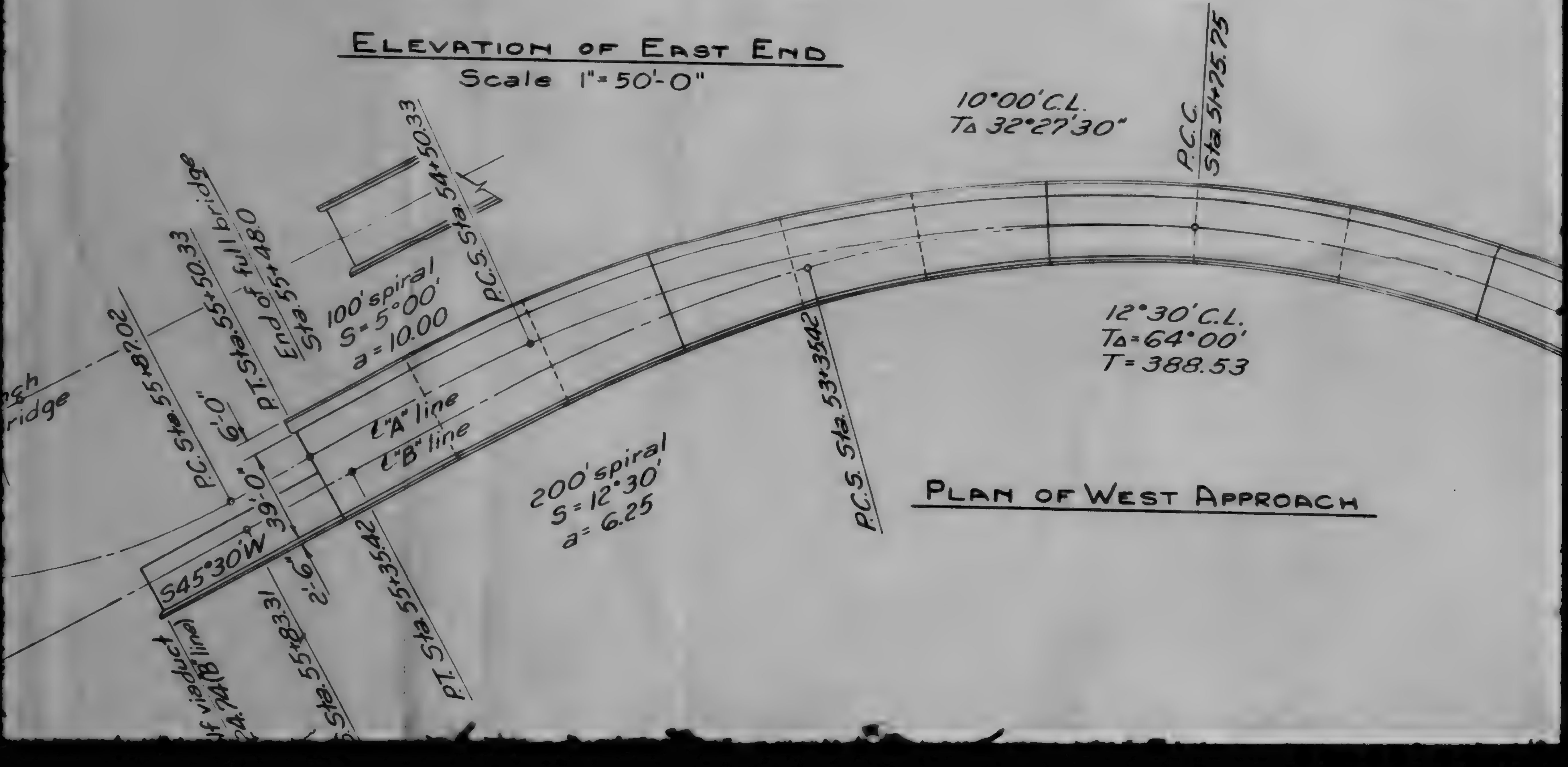
Not to Scale

Note: Grade line elevations are finish grade at R.H. & L.H. gutters or ℄ rdwy. as indicated.

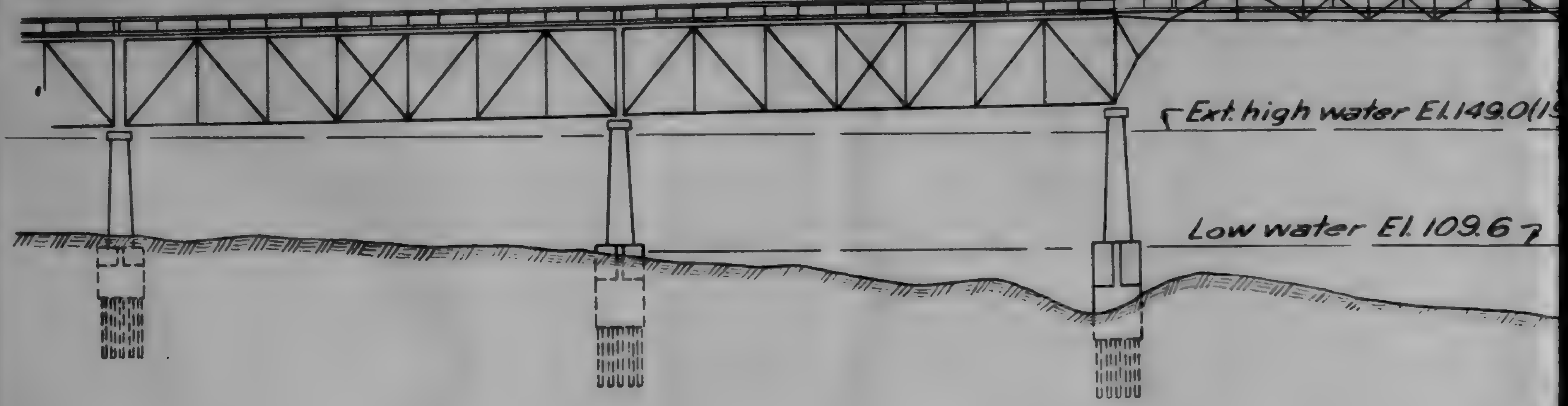

2'-4½"
1'-4"
Sta.
Gutter
E
F
Fix
Exp.
Exp.
Exp.
Fix
to be
Top of piers #2 & #3 to be raised
℄ spur tracks
℄ S.P.&S.
℄ S.P.R.R.
Steel Span #1 84'-1½"
Span #10 49'-4"
#9 48'-6"
#8 48'-6"
#7 48'-6"
#6 48'-6"
#5 50'-6"
#4 64'-6"
583'-1" (Dimensions are ℄ to ℄ bents & piers)
Pier #2
Pier #1
Bent #10
#9
#8
#7
#6
#5
#4
C.L.
7'30"
P.C.C.
Sta. 51+75.75
P.S.C. Sta. 50+23.42
200' spiral
S=12°30'
a=6.25
12°30' C.L.
T∆=64°00'
T=388.53
End steel trusses
Sta. 48+75.99 (Pier #8)
P.S. Sta. 48+23.42
13'-0"
11'-0"
1'-0"
24'-0"
OF WEST APPROACH
trusses
Sta. 56+50
El. 148.00
Sta. 55+50
El. 151.30
Sta. 54+00
El. 158.80
Sta. 50+75
El. 121.80
-3.30%
-5.00%
100' V.C.
100' V.C.
-4.00%
150
R.H. Gutter grades
300' V.C.
0.0%
L.H. Gutter grades
-4.00%
Sta. 56+50
El. 147.00
Pier #7 Sta. 47+22.57
Sta. 50+00


2'-4½"
Fix
E
E
F
Ext. high water El. 149.0 (1923)
Present steel spans to be raised to grade.
Top of piers #2 & #3 to be raised.
Low water El. 109.6
Steel S
84
Pier #2

ELEVATION OF EAST END
Scale 1" = 50'-0"

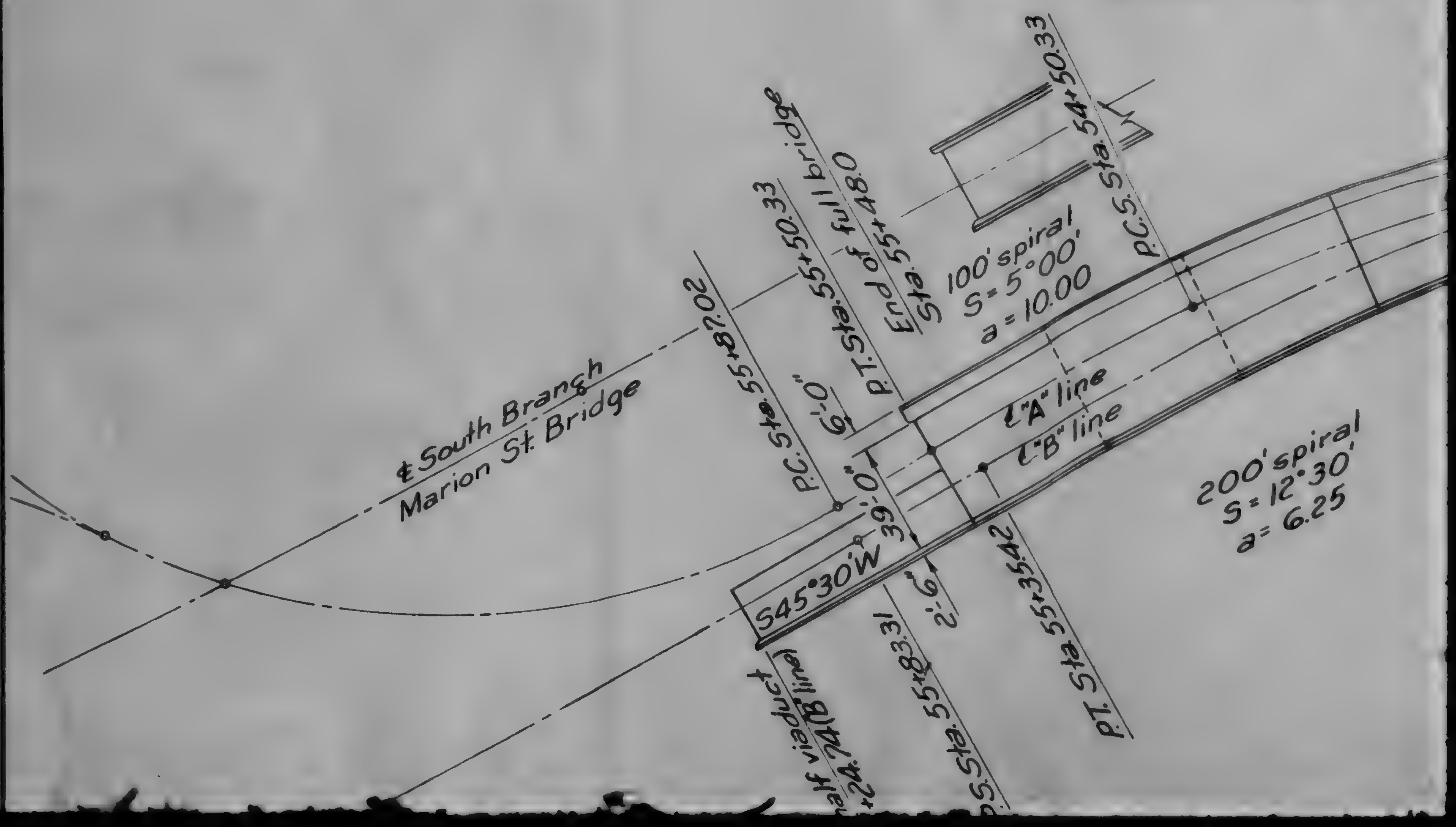


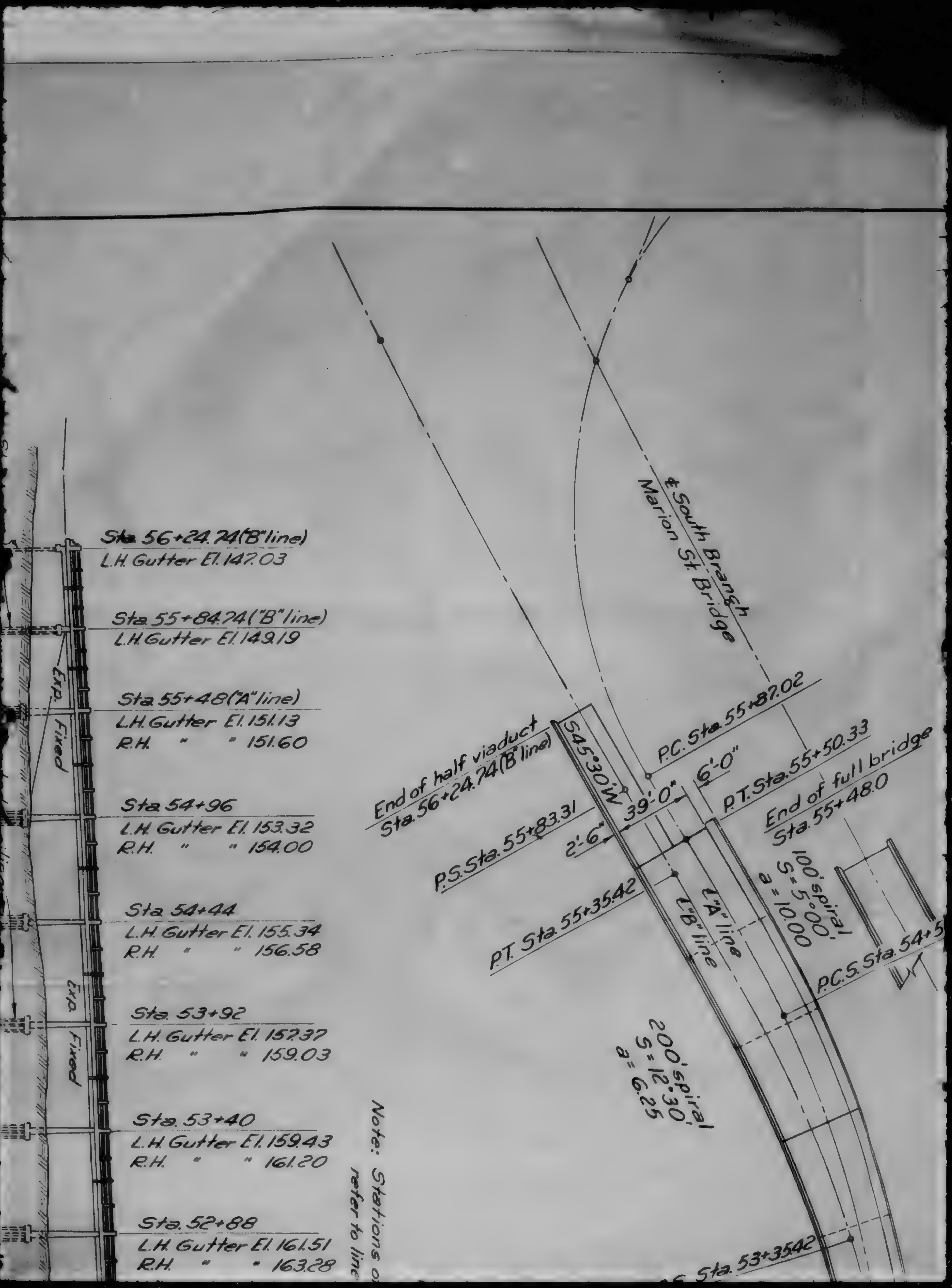
PLAN OF WEST APPROACH

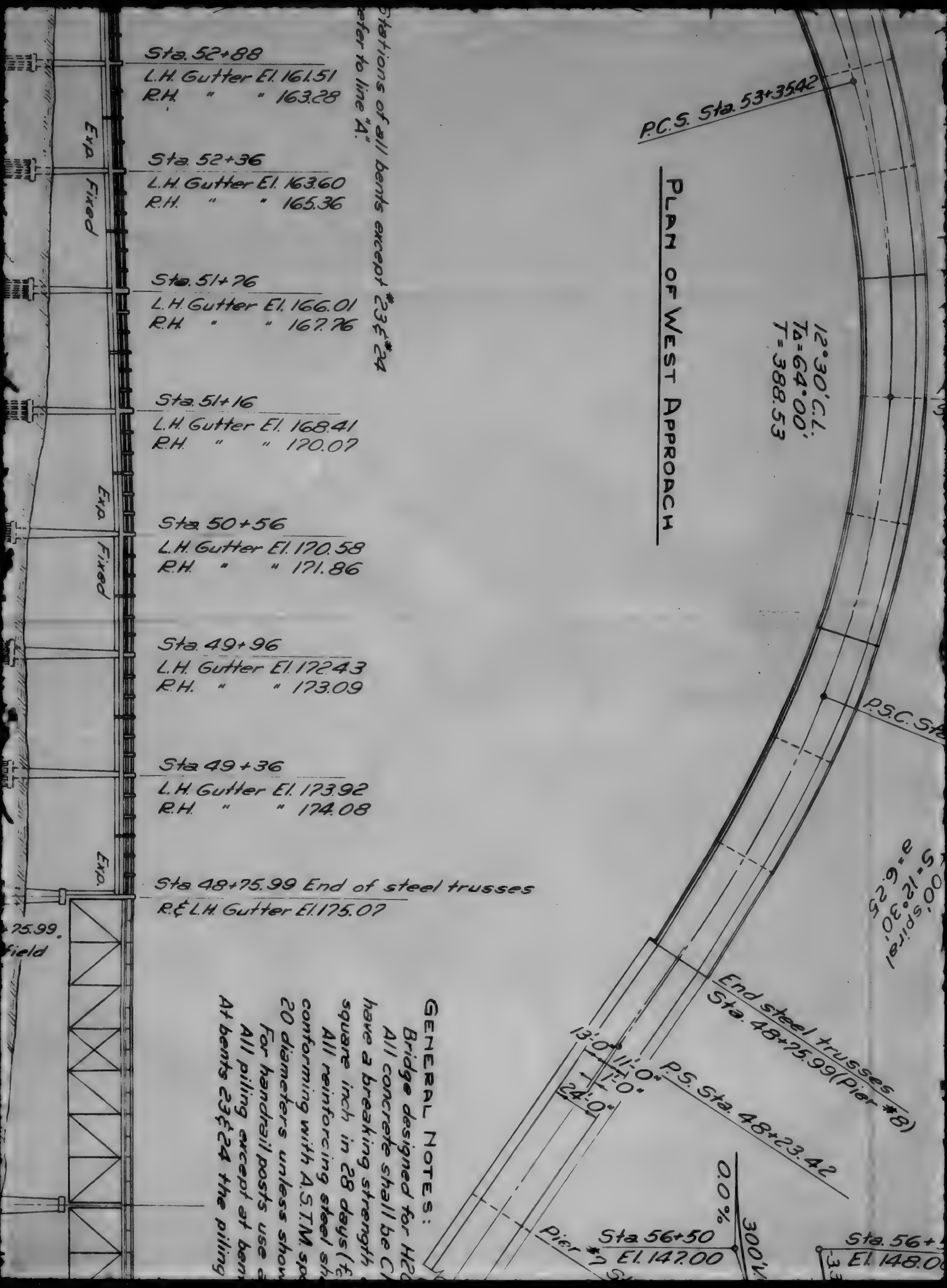


ELEVATION OF EAST

Scale 1"=50'-0"




Sta. 56+24.74("B" line)
L.H. Gutter El. 147.03
Sta. 55+84.74("B" line)
L.H. Gutter El. 149.19
Sta. 55+48("A" line)
L.H. Gutter El. 151.13
R.H. " " 151.60
Sta. 54+96
L.H. Gutter El. 153.32
R.H. " " 154.00
Sta. 54+44
L.H. Gutter El. 155.34
R.H. " " 156.58
Sta. 53+92
L.H. Gutter El. 157.37
R.H. " " 159.03
Sta. 53+40
L.H. Gutter El. 159.43
R.H. " " 161.20
Sta. 52+88
L.H. Gutter El. 161.51
R.H. " " 163.28
Exp.
Fixed
Exp.
Fixed
℄ South Branch
Marion St. Bridge
End of half viaduct
Sta. 56+24.74("B" line)
S45°30'W
P.C. Sta. 55+87.02
6'-0"
39'-0"
2'-6"
P.T. Sta. 55+50.33
End of full bridge
Sta. 55+48.0
P.S. Sta. 55+83.31
P.T. Sta. 55+35.42
℄"A" line
℄"B" line
100' spiral
S = 5°00'
a = 10.00
P.C.S. Sta. 54+5
200' spiral
S = 12°30'
a = 6.25
Sta. 53+35.42
Note: Stations o
refer to line



GENERAL NOTES:

Bridge designed for H2

All concrete shall be C

have a breaking strength

square inch in 28 days (t

All reinforcing steel sh

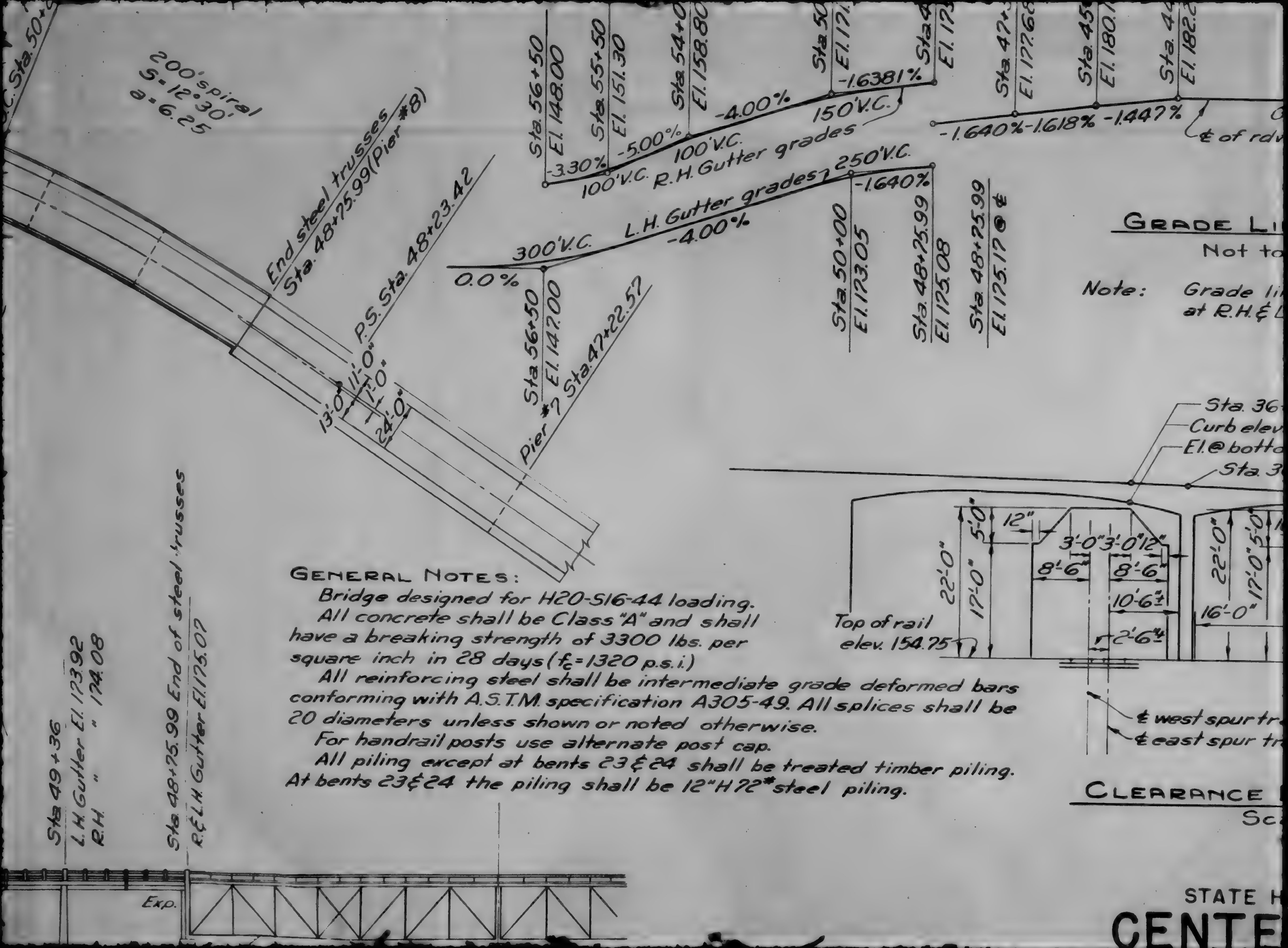
conforming with A.S.T.M. sp

20 diameters unless show

For handrail posts use a

All piling except at ben

At bents 23 & 24 the piling



GRADE LI

Not to

Note: Grade li
at R.H.& L

GENERAL NOTES:

Bridge designed for H20-S16-44 loading.

All concrete shall be Class "A" and shall have a breaking strength of 3300 lbs. per square inch in 28 days (f_c=1320 p.s.i.)

All reinforcing steel shall be intermediate grade deformed bars conforming with A.S.T.M. specification A305-49. All splices shall be 20 diameters unless shown or noted otherwise.

For handrail posts use alternate post cap.

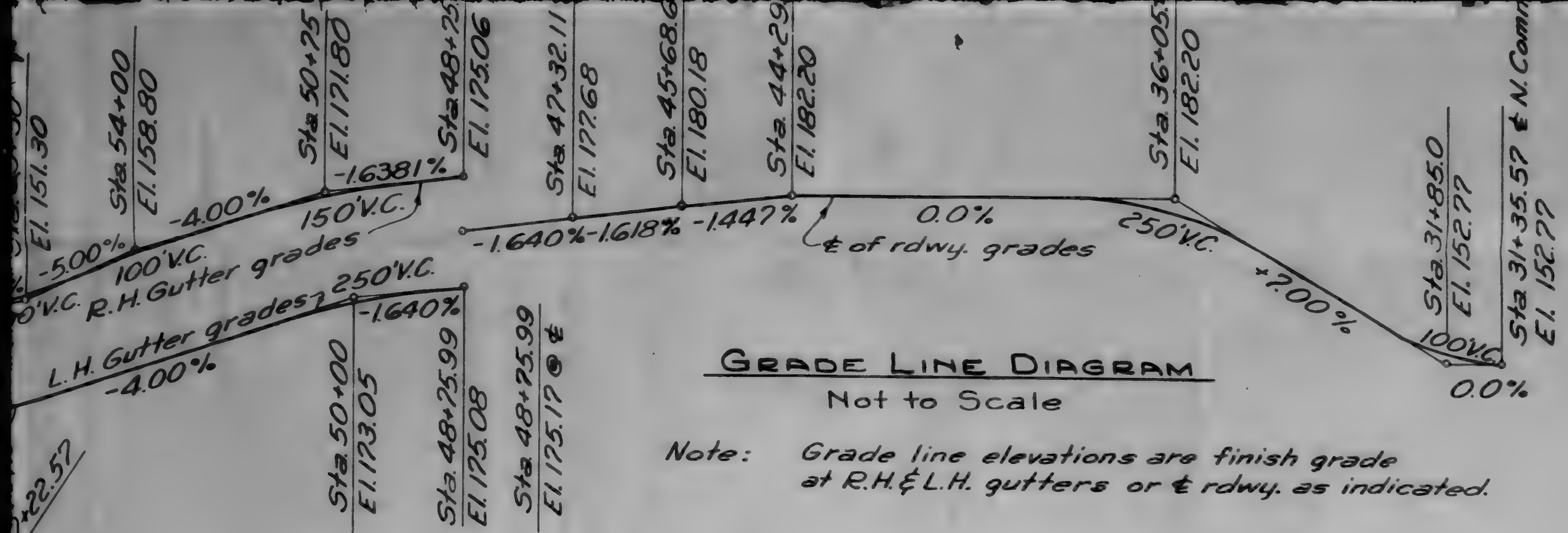
All piling except at bents 23 & 24 shall be treated timber piling. At bents 23 & 24 the piling shall be 12" H 72# steel piling.

CLEARANCE

Sc

STATE H

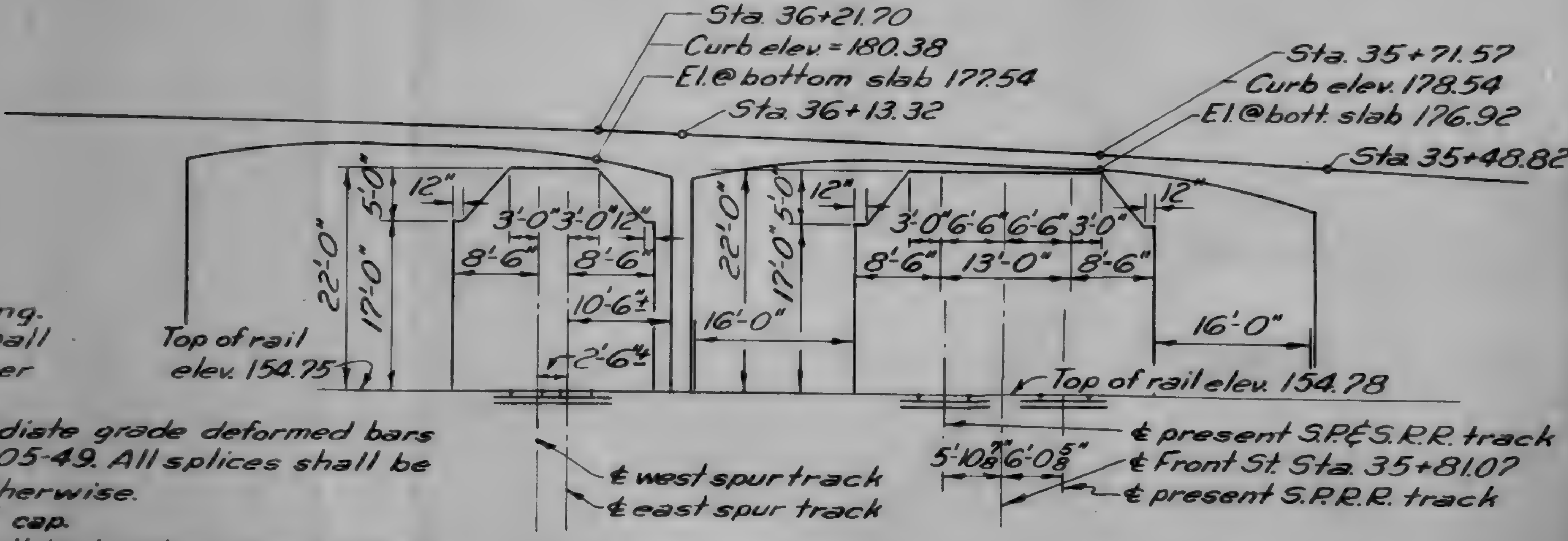
CENTF



GRADE LINE DIAGRAM

Not to Scale

Note: Grade line elevations are finish grade at R.H. & L.H. gutters or ℄ rdwy. as indicated.



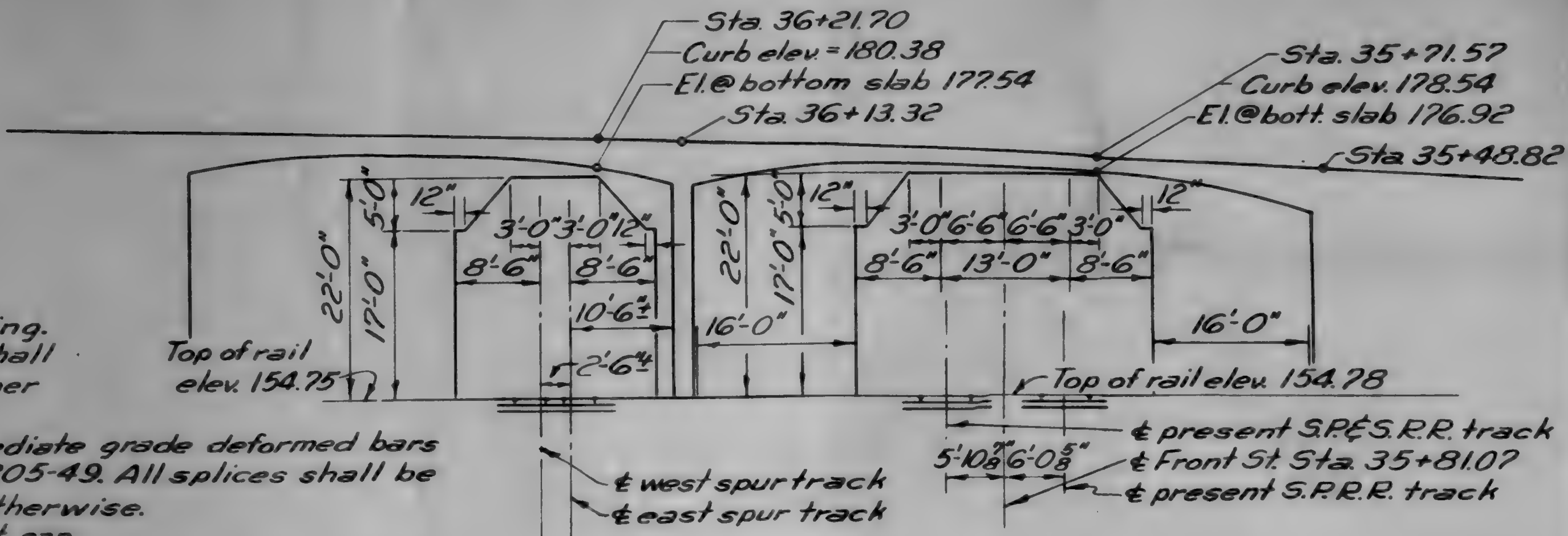
S16-44 loading.
ss "A" and shall
3300 lbs. per
320 p.s.i.)
l be intermediate grade deformed bars
ification A305-49. All splices shall be
or noted otherwise.
ernate post cap.
23 & 24 shall be treated timber piling.
hall be 12" H 72# steel piling.

CLEARANCE DIAGRAM AT FRONT ST.

Scale 1" = 15'-0"

OREGON
STATE HIGHWAY COMMISSION

516-44 loading.
ss "A" and shall
3300 lbs. per
320 p.s.i.)
l be intermediate grade deformed bars
ification A305-49. All splices shall be
or noted otherwise.
ernate post cap.
23 & 24 shall be treated timber piling.
hall be 12" H 72# steel piling.



CLEARANCE DIAGRAM AT FRONT ST.
Scale 1" = 15'-0"

Approved:

____
Bridge Engineer

OREGON
STATE HIGHWAY COMMISSION

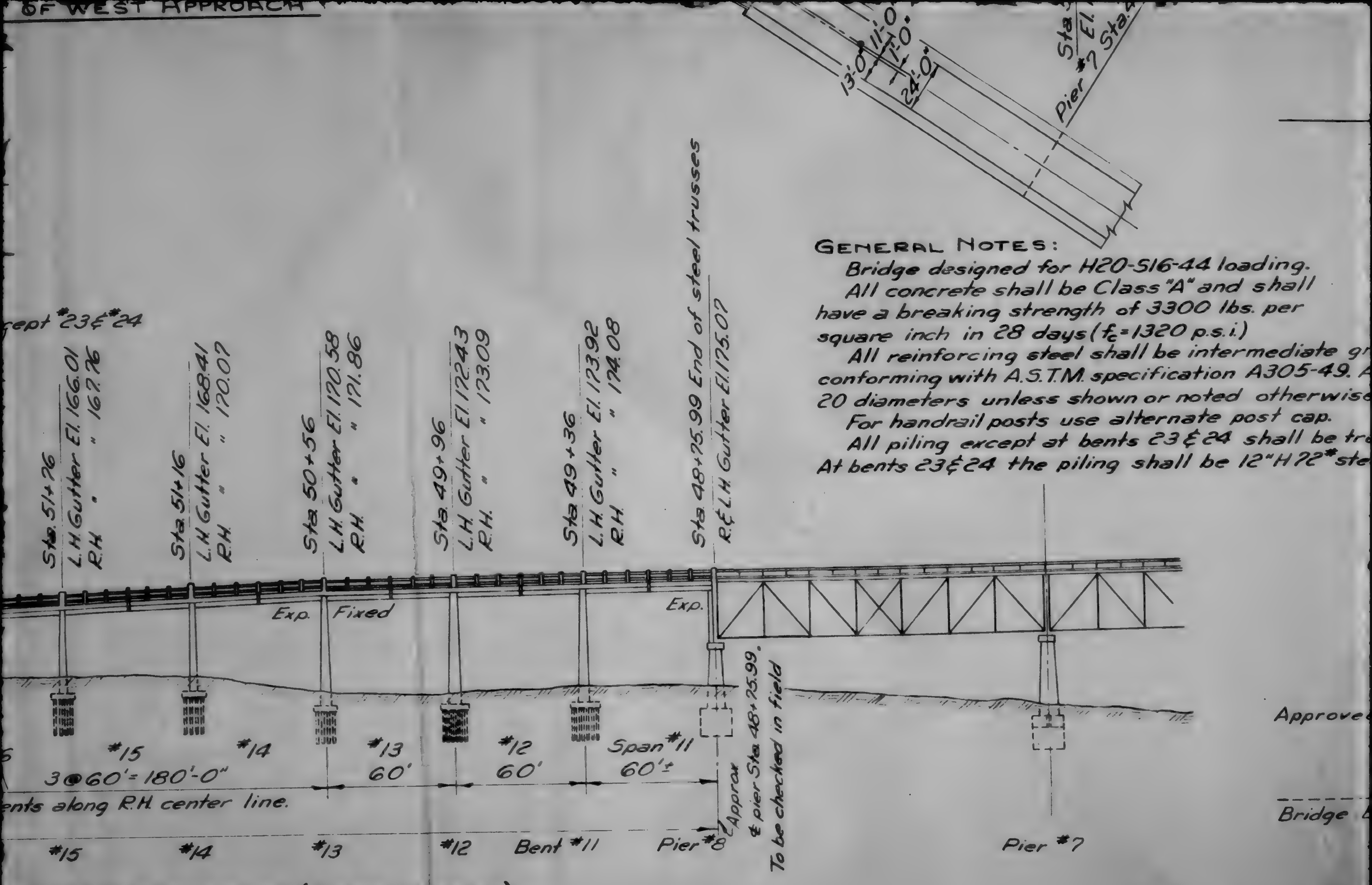
CENTER ST. BRIDGE

OVER

WILLAMETTE RIVER
AT SALEM - MARION & POLK CO.

SCALES NOTED	DRAWN BY T. C. R.	SHEET 1 OF
OCTOBER 15, 1951	TRACED BY C.O.F.	BRIDGE NO. 123A
CALC. BK. 254 & 275	CHECKED BY	DRAWING NO.
ACCOMPANIED BY DRWGS.		

OF WEST APPROACH



GENERAL NOTES:

Bridge designed for H20-S16-44 loading.

All concrete shall be Class "A" and shall have a breaking strength of 3300 lbs. per square inch in 28 days (f_c=1320 p.s.i.)

All reinforcing steel shall be intermediate gr conforming with A.S.T.M. specification A305-49. A 20 diameters unless shown or noted otherwise

For handrail posts use alternate post cap.

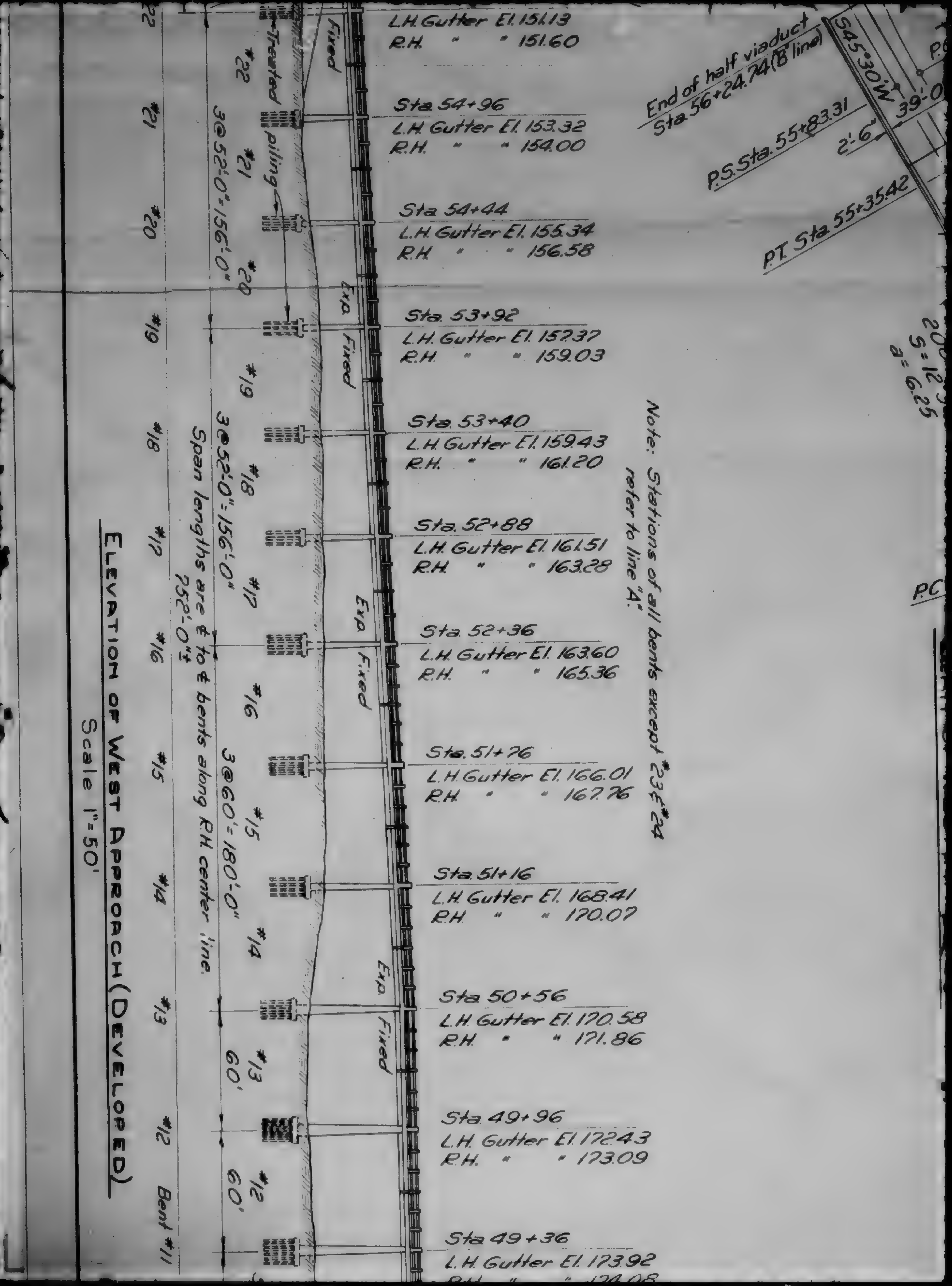
All piling except at bents 23 & 24 shall be tr At bents 23 & 24 the piling shall be 12" H 72# ste

WEST APPROACH (DEVELOPED)

Scale 1"=50'

Approve

Bridge

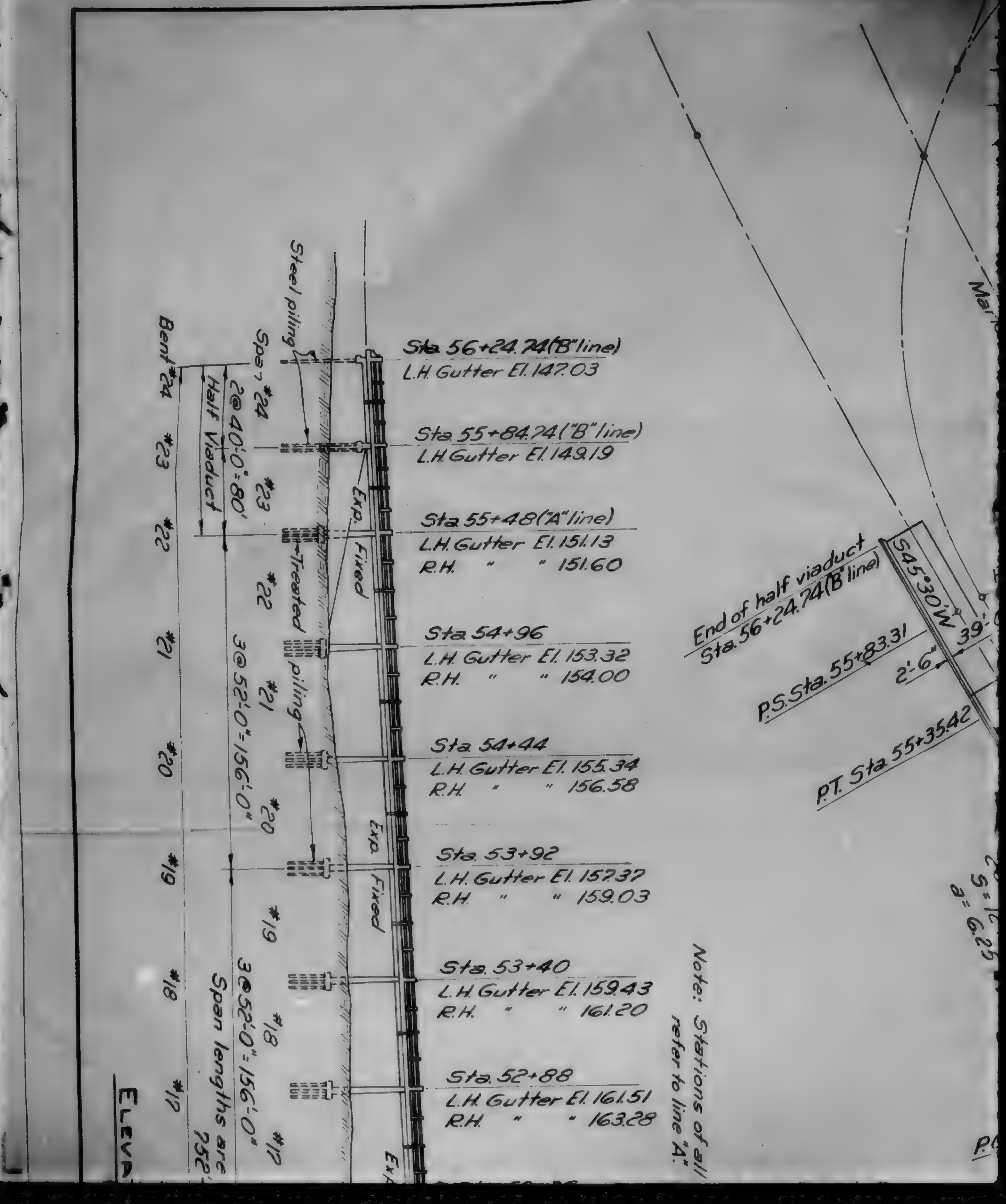


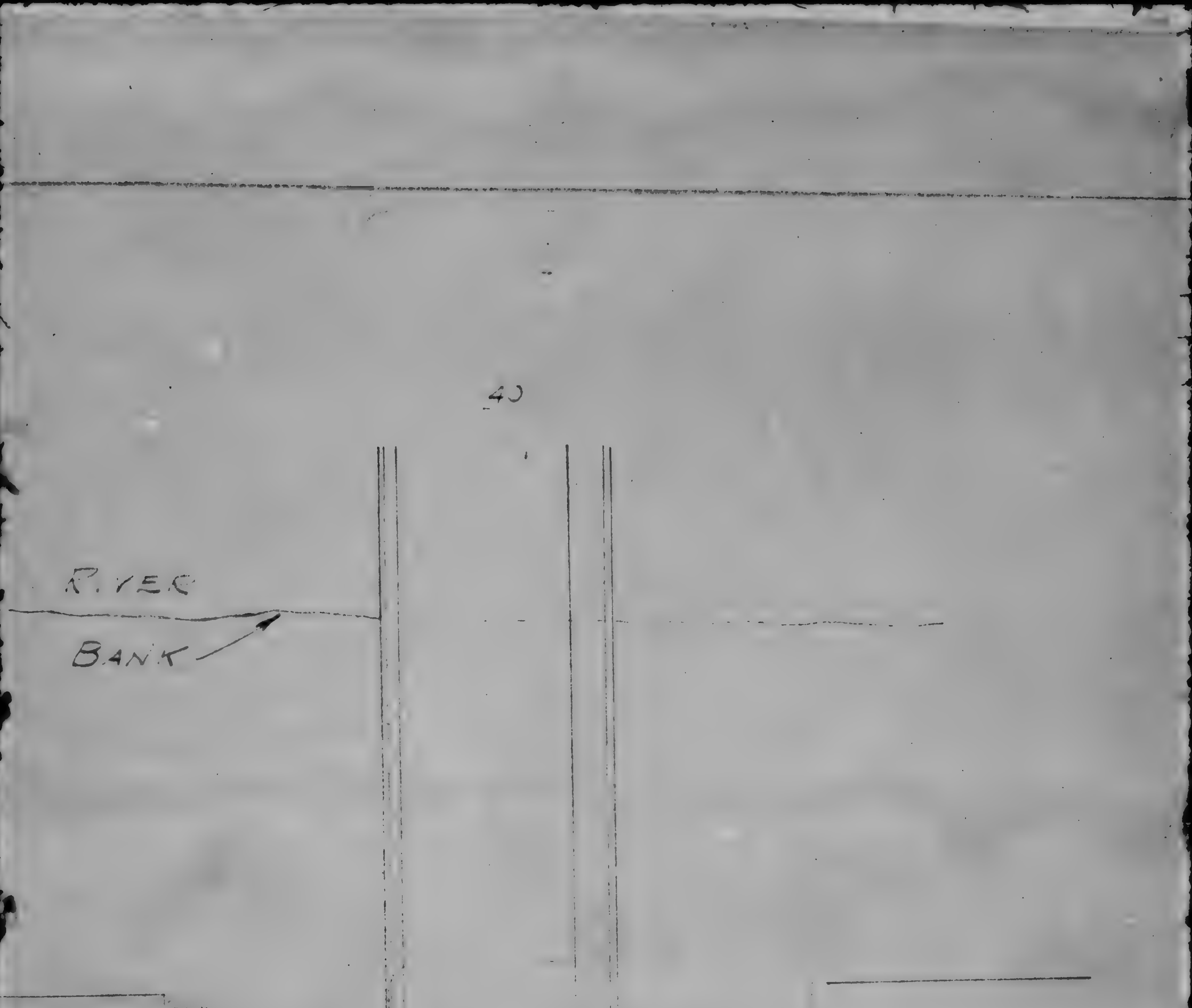
ELEVATION OF WEST APPROACH (DEVELOPED)

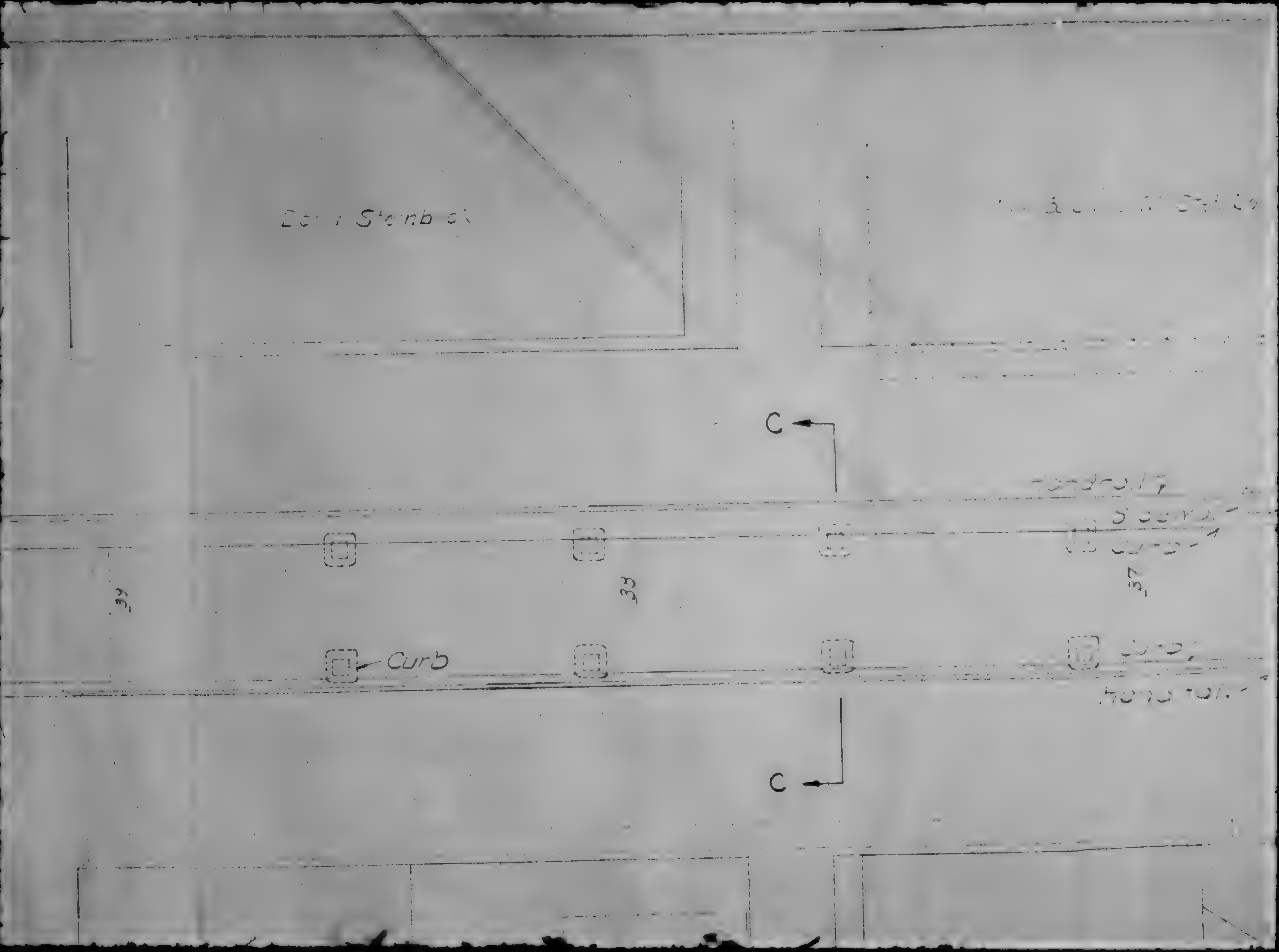
Scale 1"=50'

Note: Stations of all bents except #23 & #24 refer to line "A".

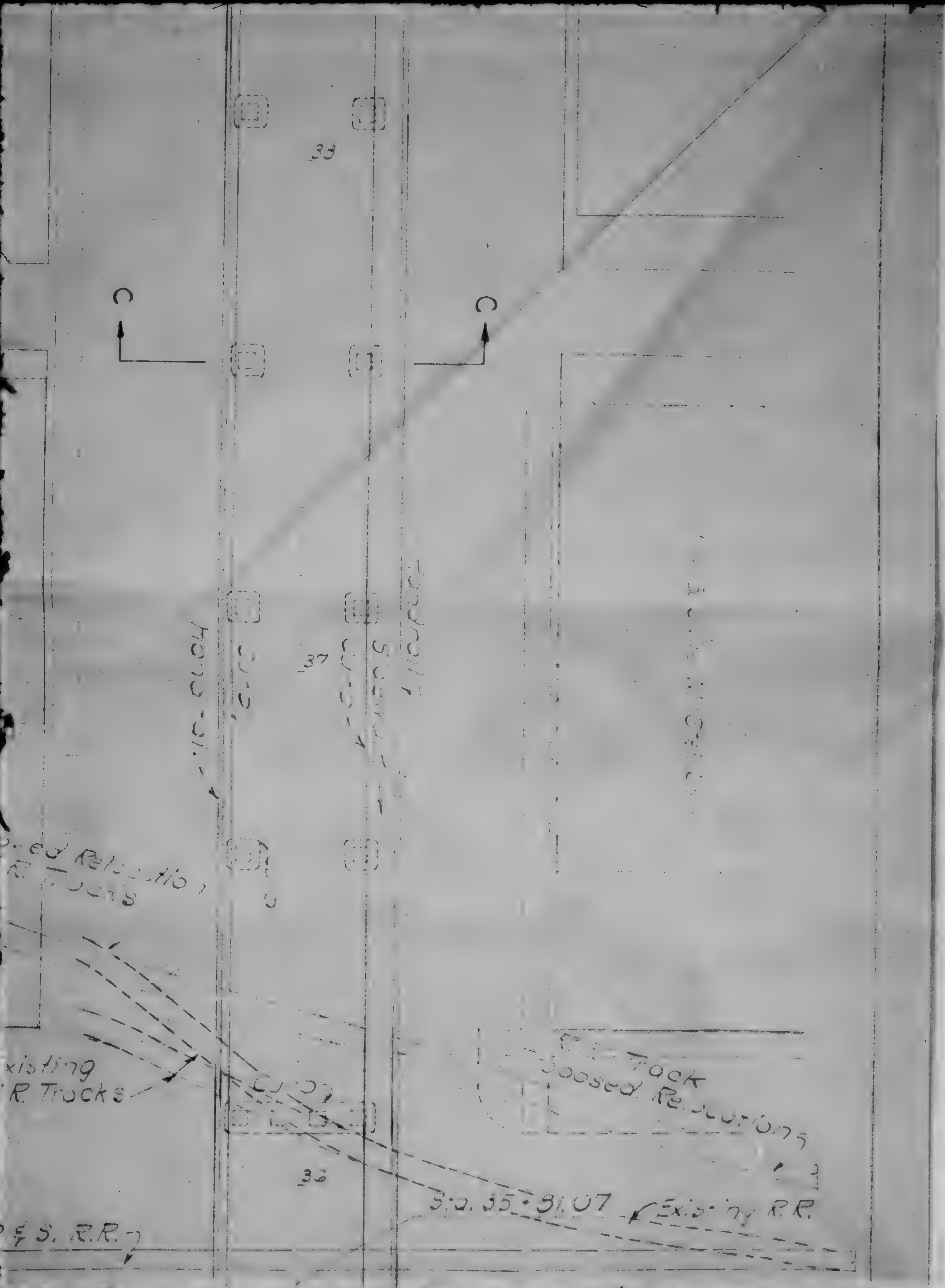
Span lengths are ℄ to ℄ bents along R.H. center line. 752'-0"±

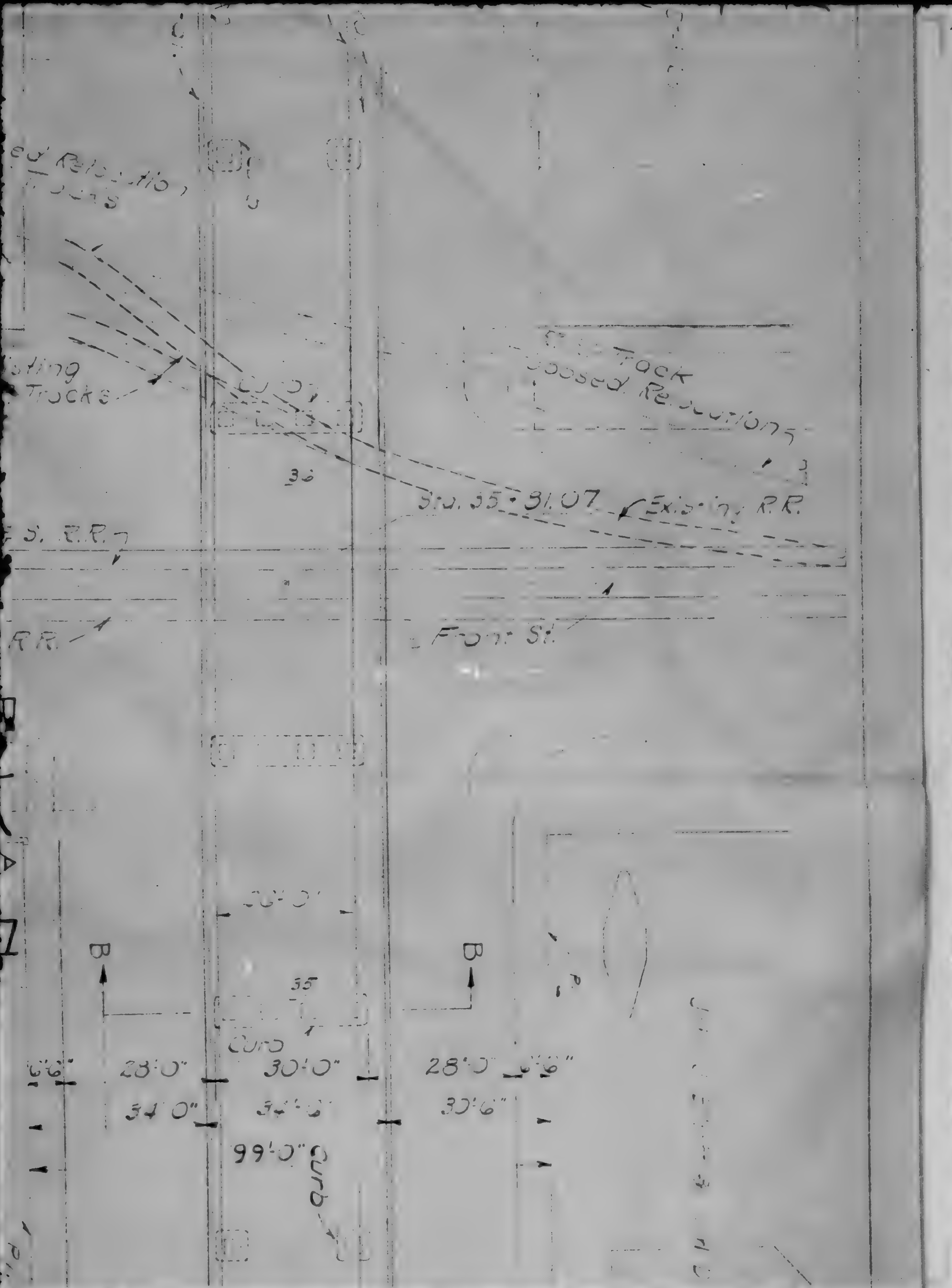

Sta. 56+24.74("B" line)
L.H. Gutter El. 147.03
Sta. 55+84.74("B" line)
L.H. Gutter El. 149.19
Sta. 55+48("A" line)
L.H. Gutter El. 151.13
R.H. " " 151.60
Sta. 54+96
L.H. Gutter El. 153.32
R.H. " " 154.00
Sta. 54+44
L.H. Gutter El. 155.34
R.H. " " 156.58
Sta. 53+92
L.H. Gutter El. 157.37
R.H. " " 159.03
Sta. 53+40
L.H. Gutter El. 159.43
R.H. " " 161.20
Sta. 52+88
L.H. Gutter El. 161.51
R.H. " " 163.28
Steel piling
Treated piling
Exp.
Fixed
Exp.
Fixed
Exp.
Span #24
#23
#22
#21
#20
#19
#18
#17
Bent #24
#23
#22
#21
#20
#19
#18
#17
2@40'-0"=80'
Half Viaduct
3@52'-0"=156'-0"
3@52'-0"=156'-0"
Span lengths are 252'
ELEVA
Note: Stations of all refer to line "A".
End of half viaduct
Sta. 56+24.74(B' line)
S45°30'W
39'
2'-6"
P.S. Sta. 55+83.31
P.T. Sta. 55+35.42
Mar
S=1
a=6.25
P.

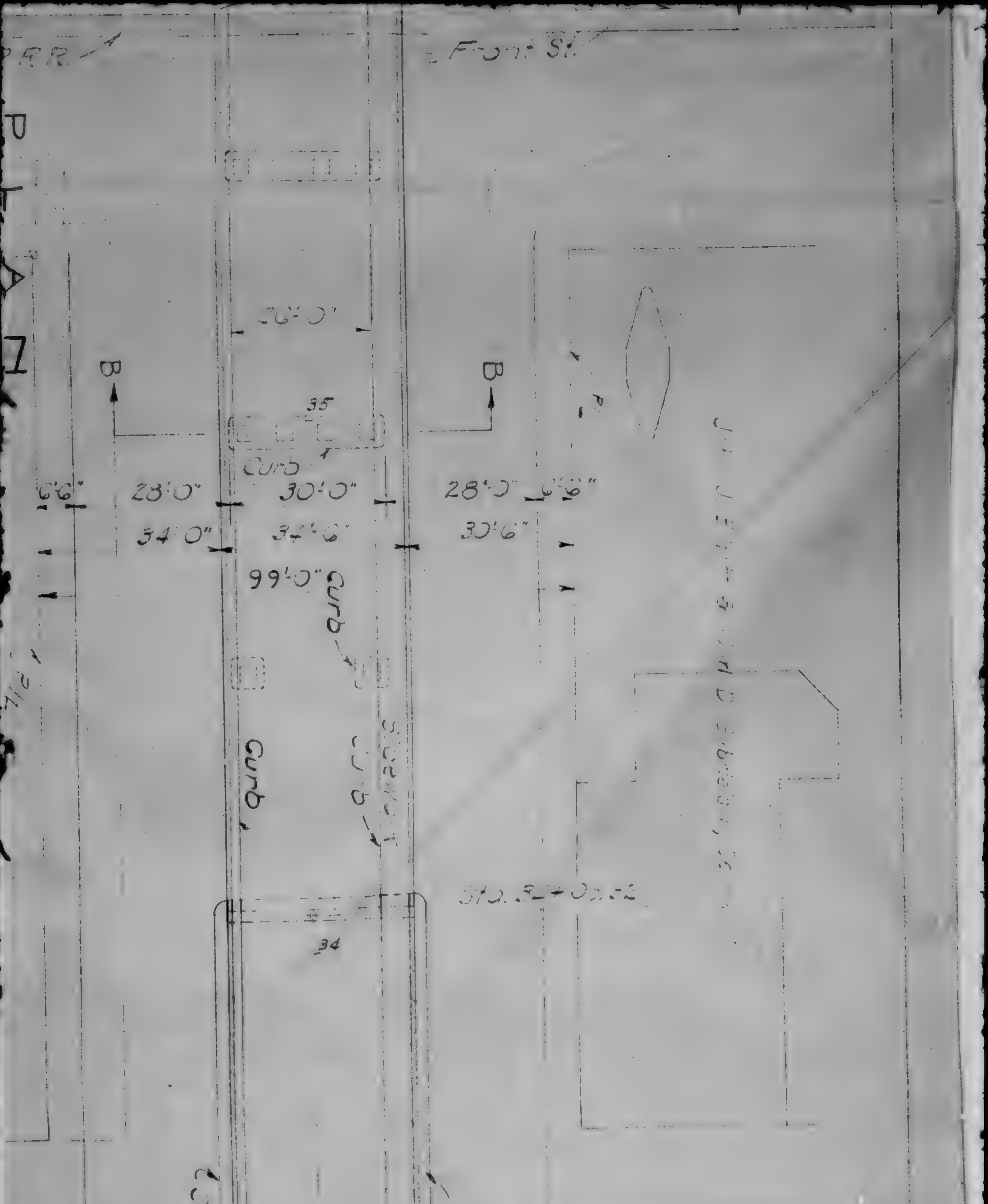

40
RIVER
BANK
39
Curb

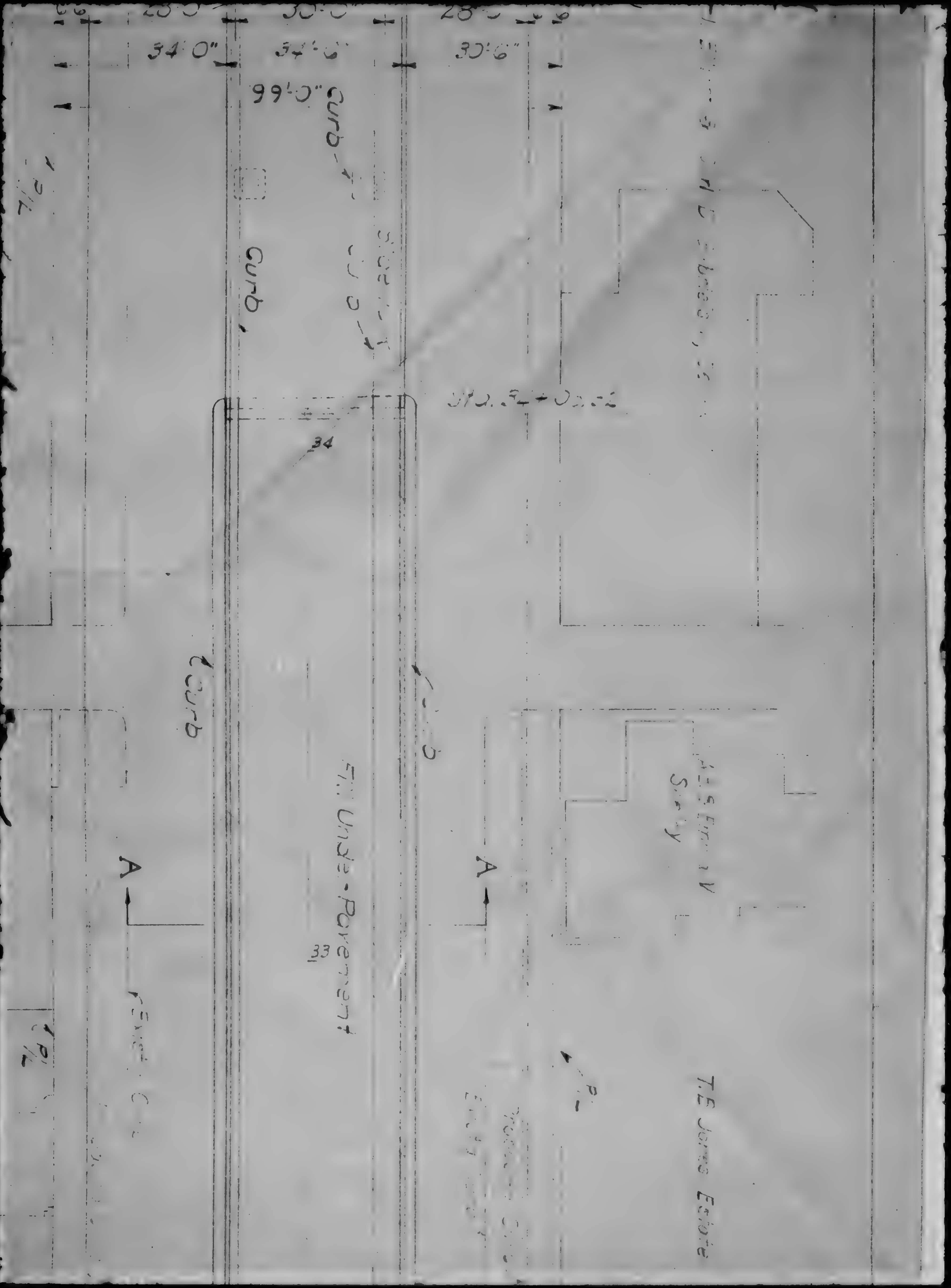


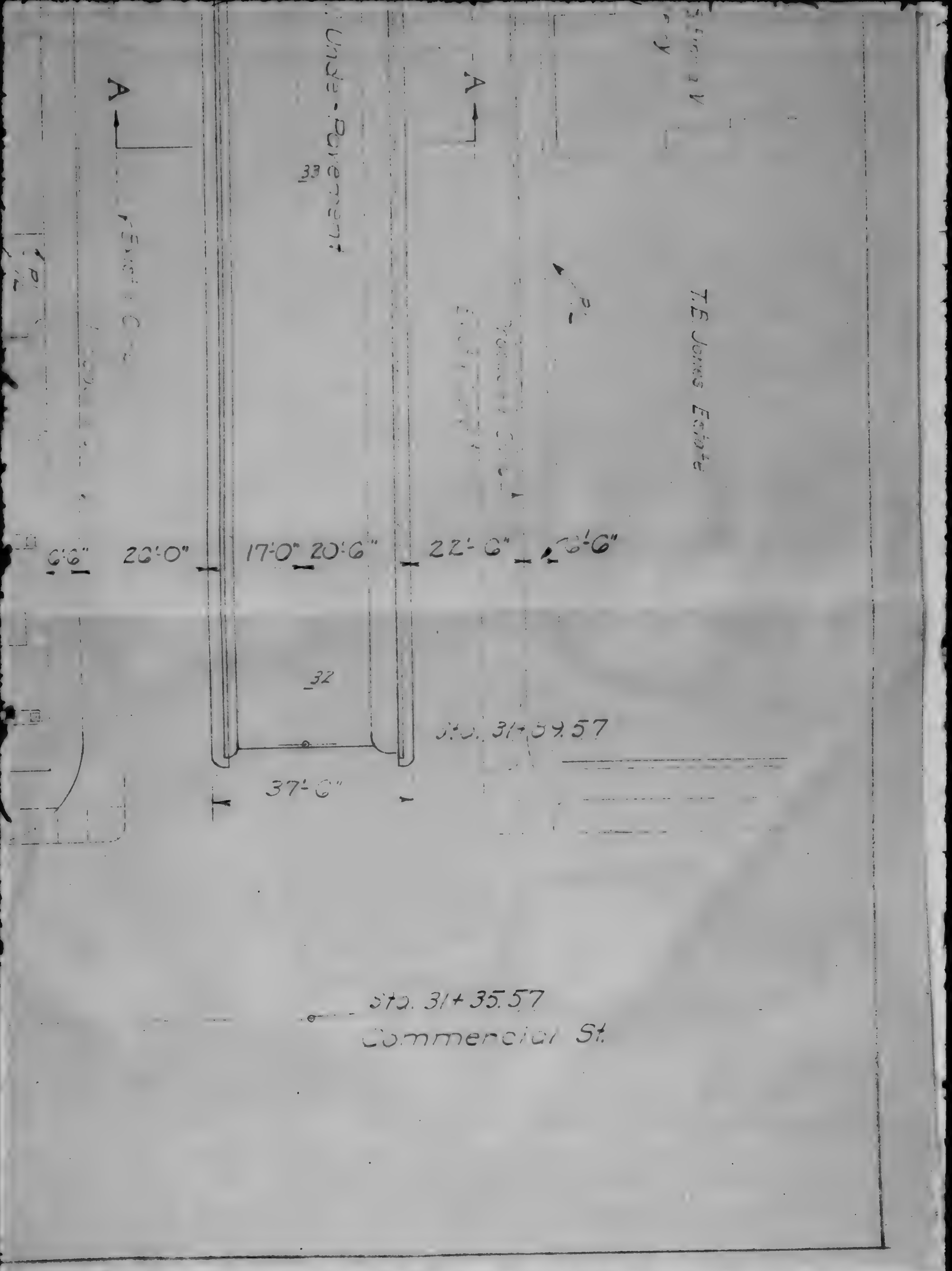
Handrail
Sidewalk
Curb
39
33
37
Curb
Curb
Handrail
C
C

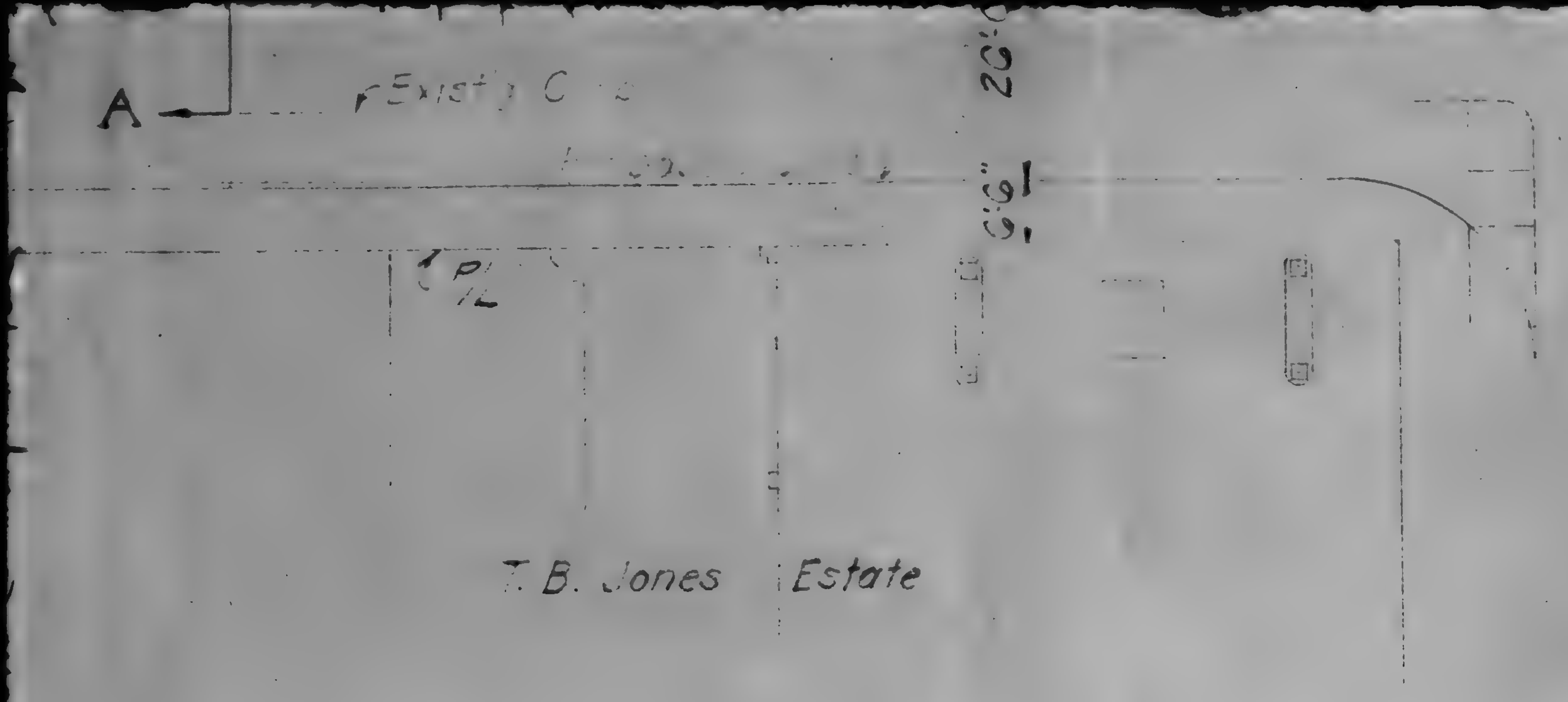

33
C
C
37
...osed Relocation
...R. Tracks
...xisting
...R. Tracks
36
...Track
...posed Relocations
Sta. 35 + 31.07
Existing R.R.
...P & S. R.R.

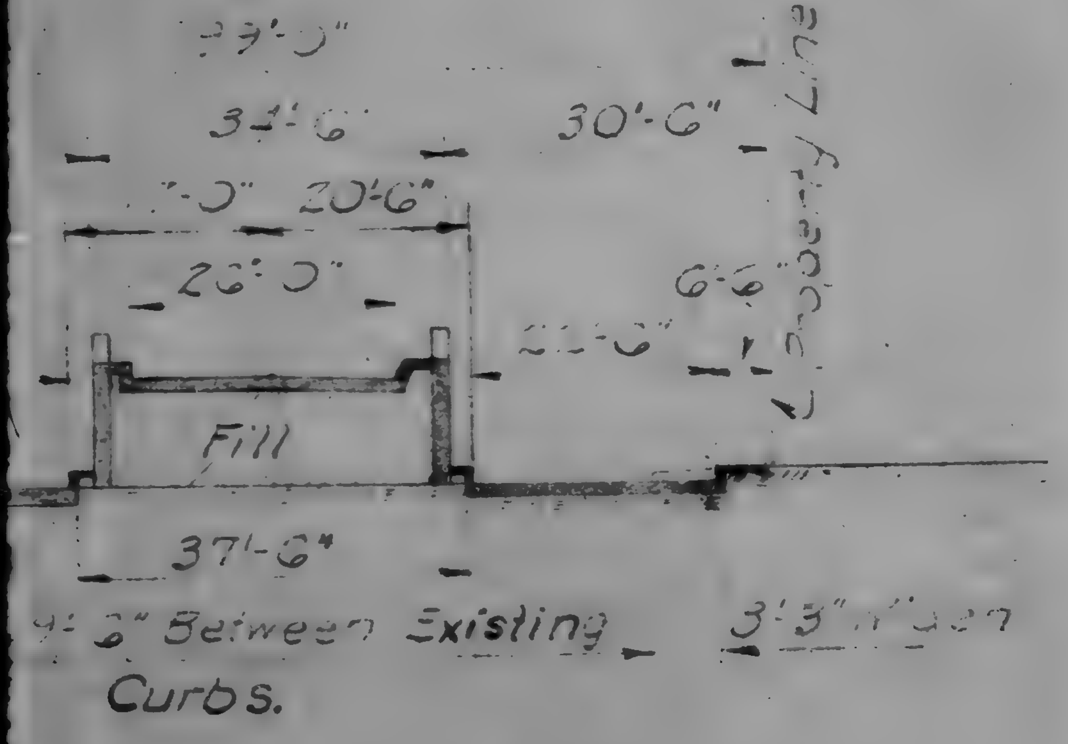

ed Relocation
Tracks
sting
Tracks
36
Track
Proposed Relocations
Sta. 35+31.07
Existing R.R.
S. R.R.
R.R.
Front St.
30'-0"
B
B
35
Curb
6'6"
28'-0"
30'-0"
28'-0"
6'6"
34'0"
34'-6"
30'6"
99'-0"
Curb


P.R.R.
Front St.
P
L
A
N
B
B
26'-0"
35
Curb
6'6"
28'-0"
30'-0"
28'-0"
6'6"
34'-0"
34'-6"
30'-6"
99'-0"
Curb
Curb
Curb
34
Curb
Curb

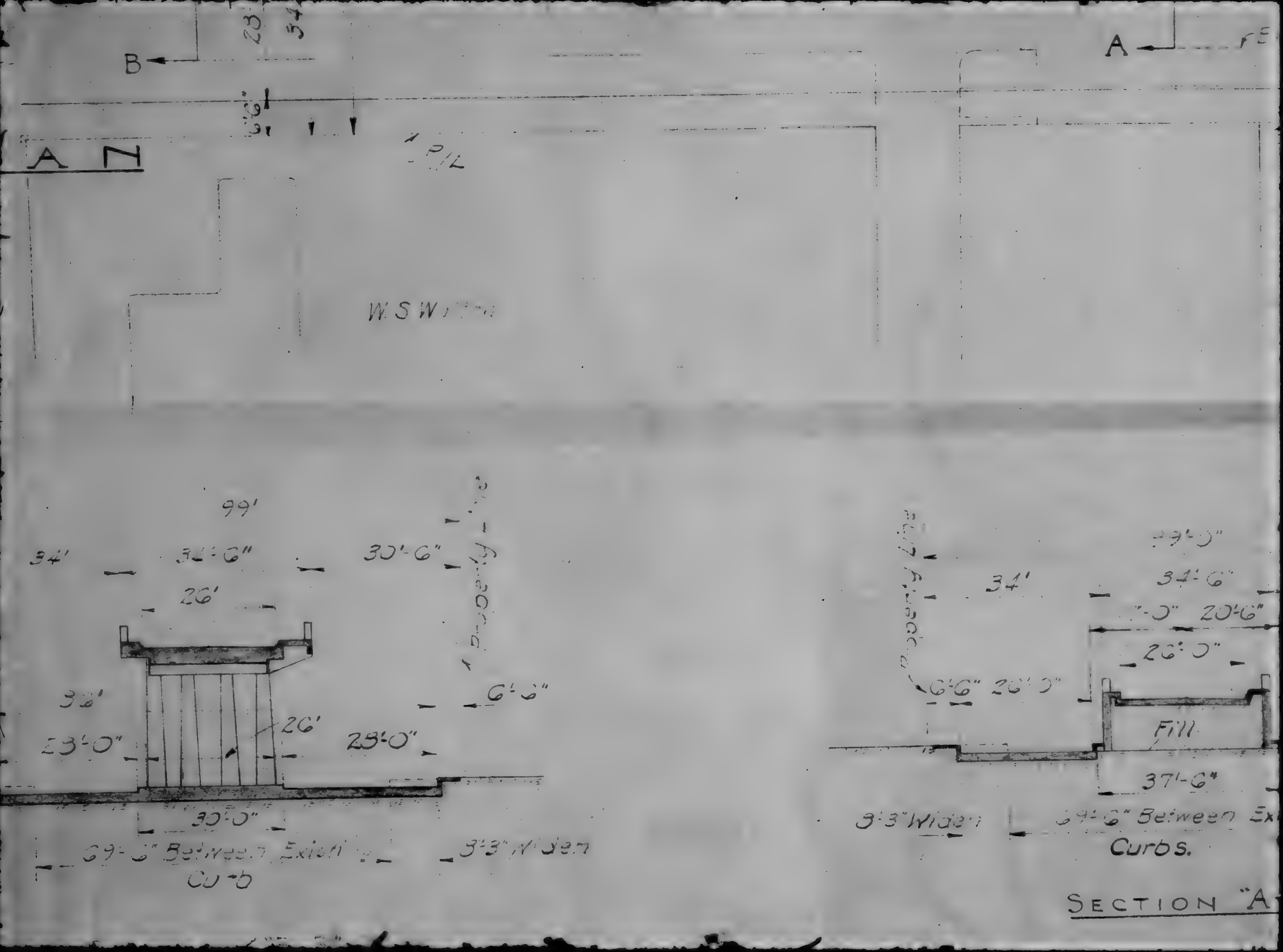

34'0"
34'6"
30'6"
99'0"
Curb
Curb
Curb
Sta. 34+00.2
34
33
A
A
Pavement
T.E Jones Estate

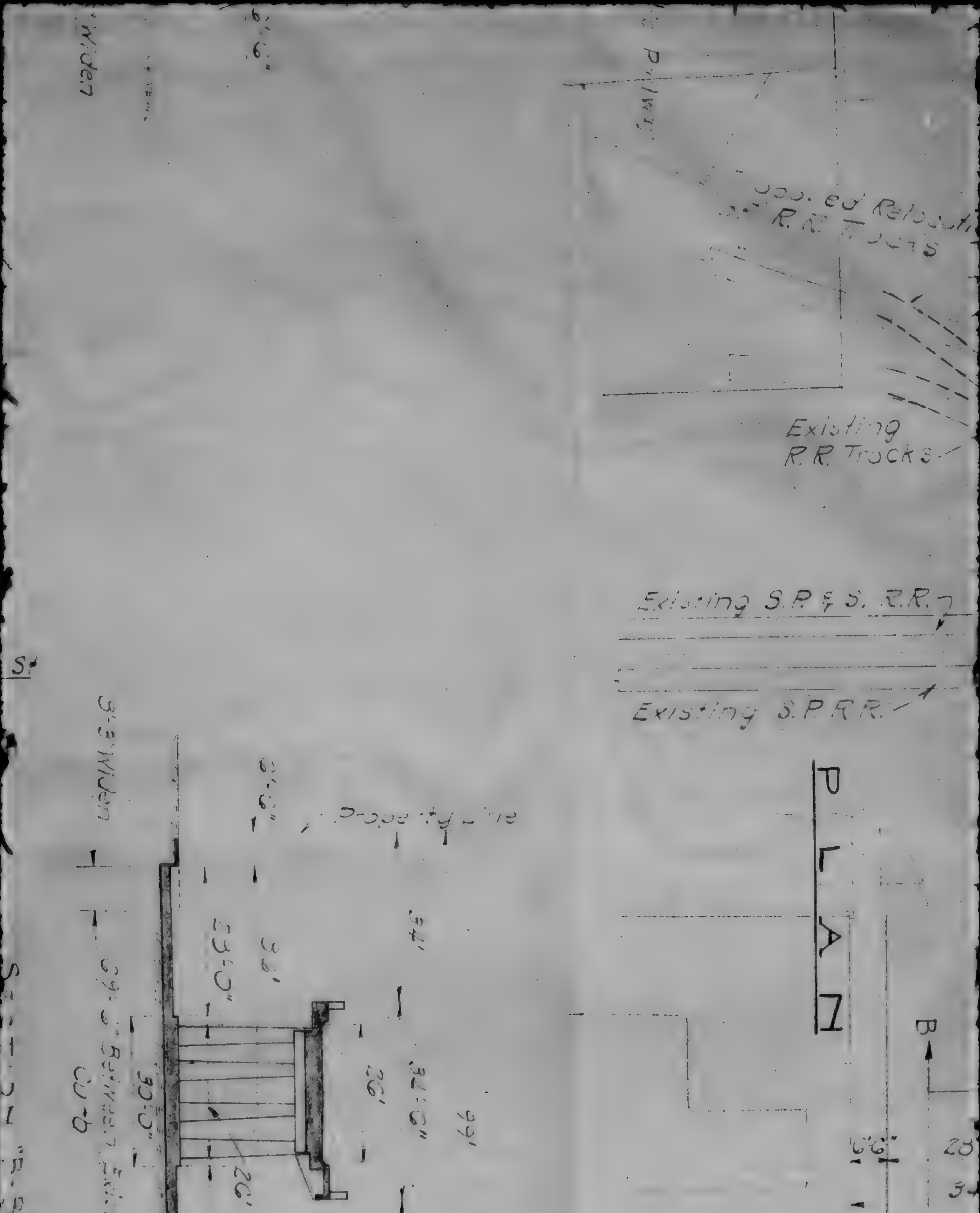

A
A
Unde - Pavement
33
T.E. Jones Estate
6'6"
26'-0"
17'-0"
20'-6"
22'-6"
6'-6"
32
Sta. 31+59.57
37'-6"
Sta. 31+35.57
Commercial St.

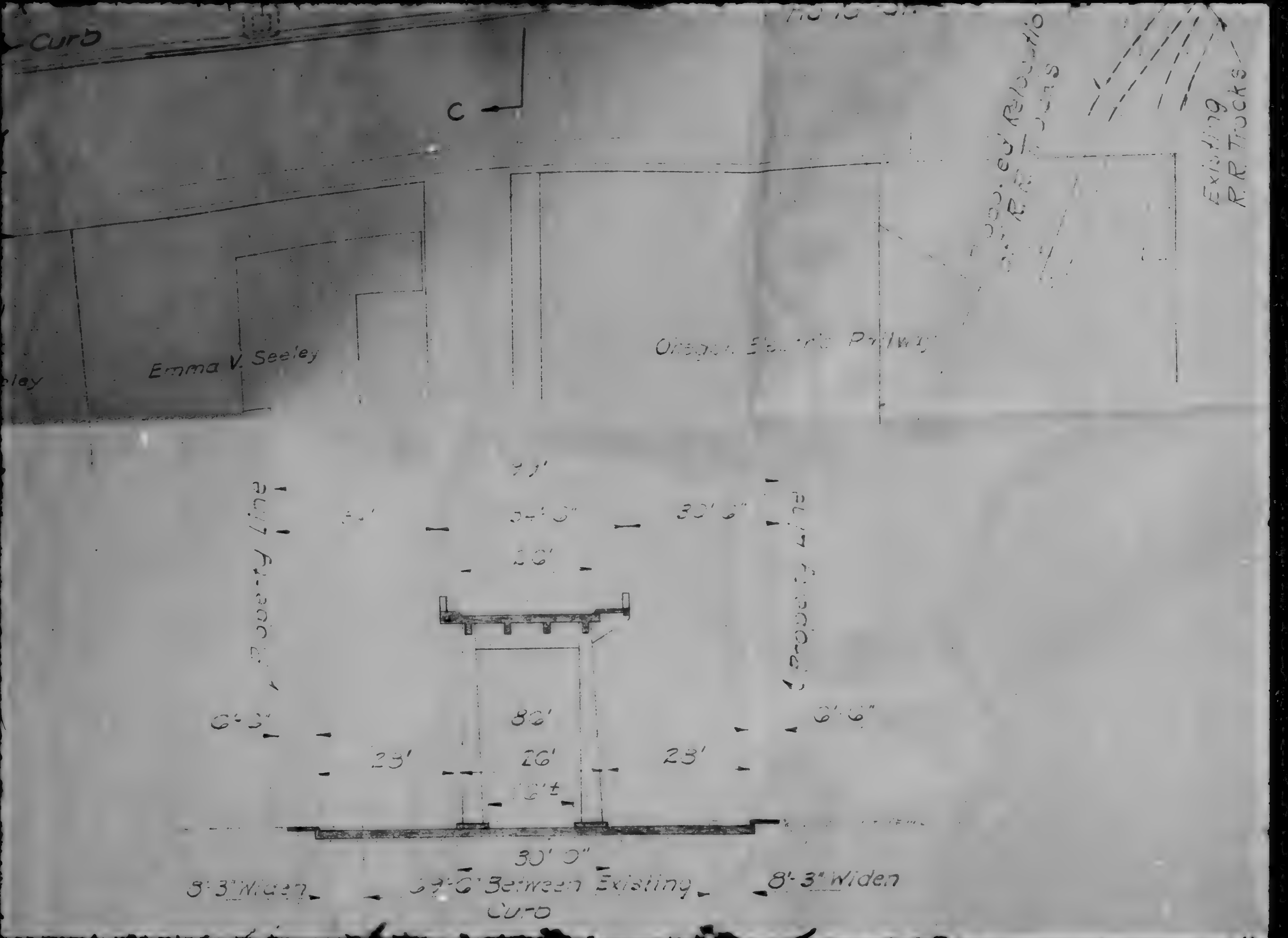

A
Existing C
℄ P/L
T. B. Jones Estate
6'6"
20'0

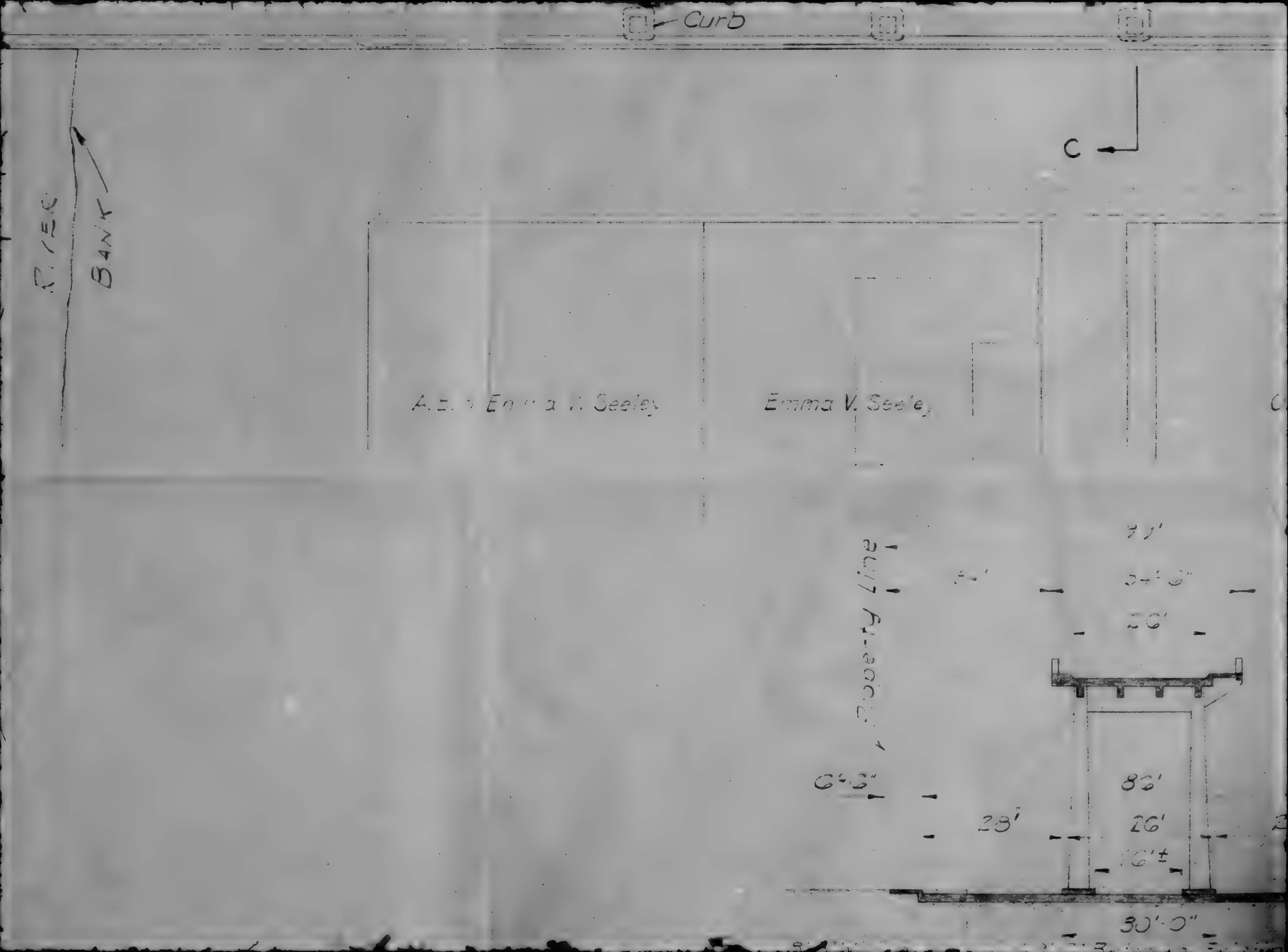

33'-0"
34'-6"
30'-6"
20'-6"
26'-0"
6'-6"
Property Line
Fill
37'-6"
Between Existing Curbs.
3'-3"

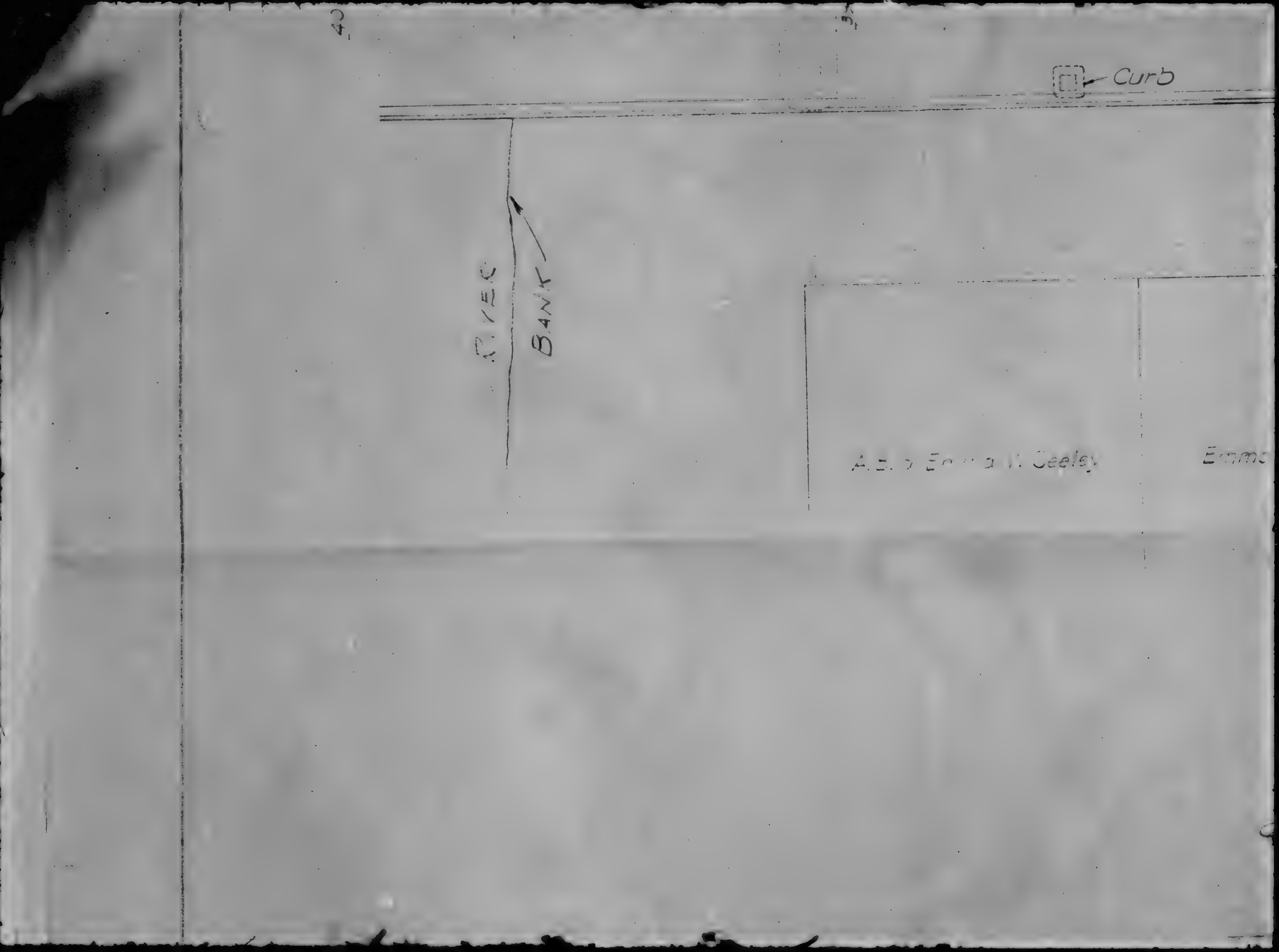
SECTION "A-A"

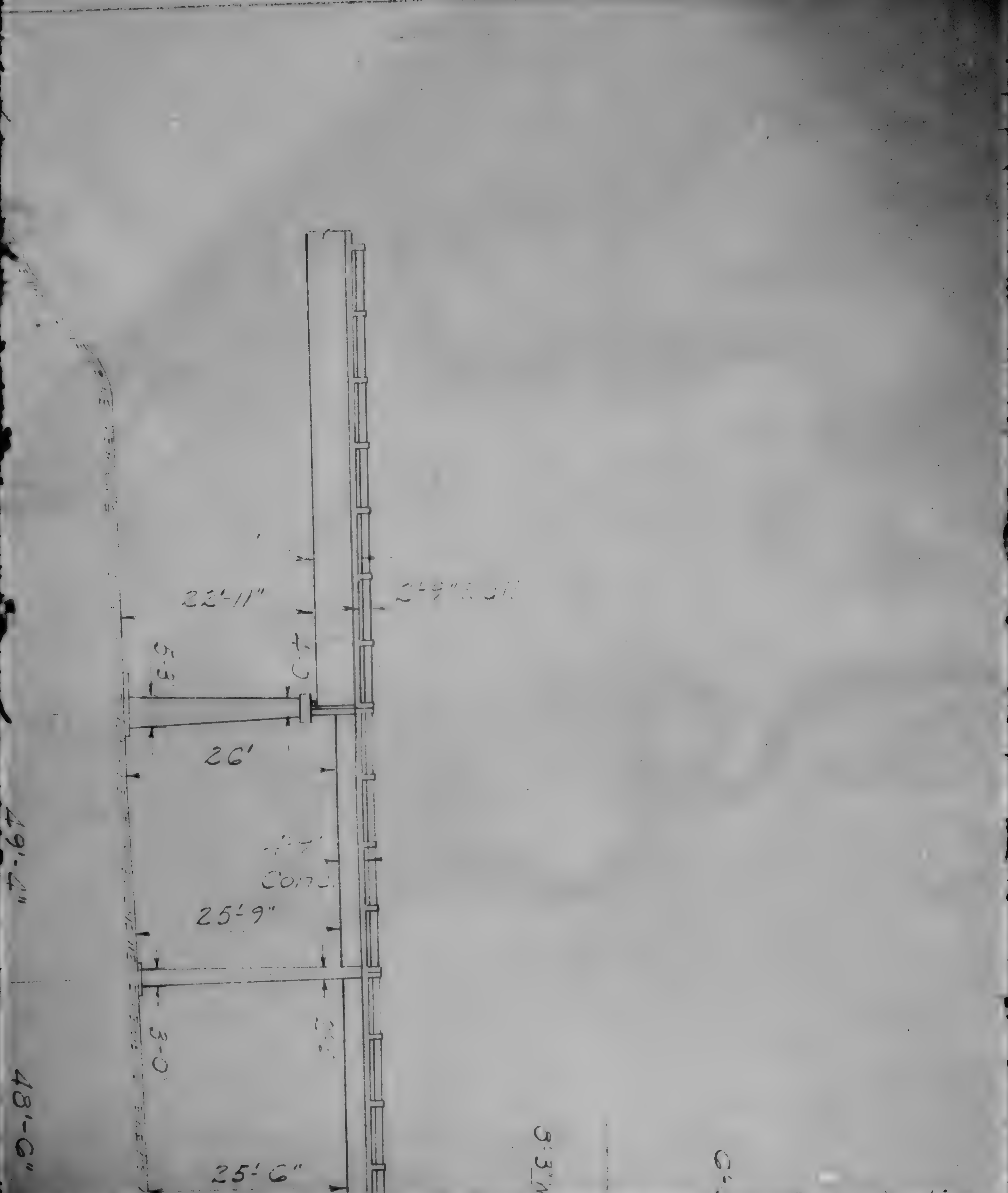

A N
B
A
23
34
6'6"
P/L
W.S.W.
99'
34'
32'-6"
30'-6"
26'
Property Line
32'
23'-0"
26'
23'-0"
6'-6"
30'-0"
69'-6" Between Existing Curb
3'-3" Widen
Property Line
34'
99'-0"
34'-6"
20'-6"
26'-0"
6'-6"
26'-0"
Fill
37'-6"
3'-3" Widen
69'-6" Between Ex
Curbs.
SECTION "A

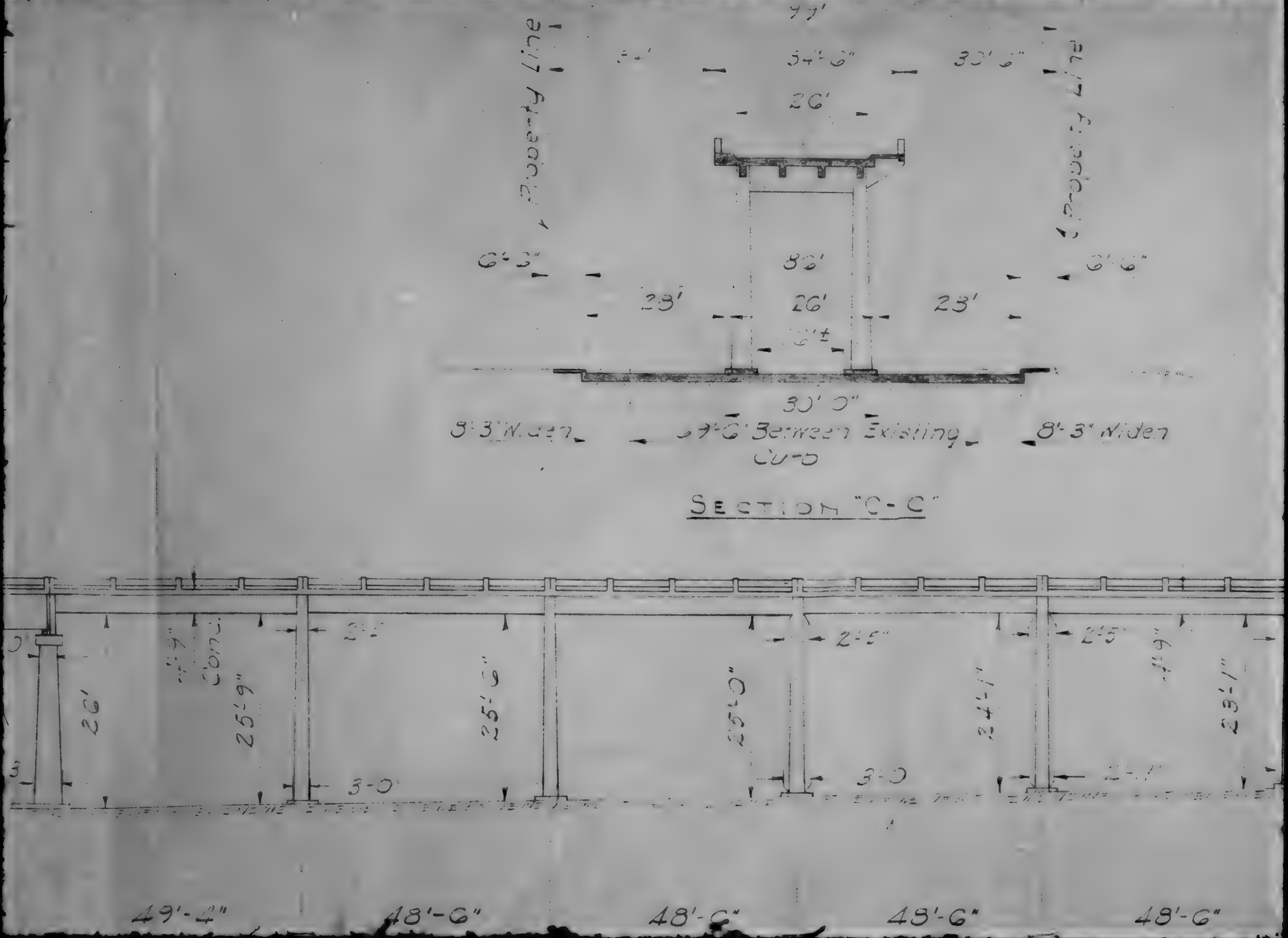
PLAN
Existing S.P.& S. R.R.
Existing S.P.R.R.
Existing R.R. Tracks
...osed Relocati... of R.R. Tracks
Property Line
3'-3" Widen
Widen
8'-6"
8'-6"
23'-0"
23'-0"
30'-0"
30'-0
36'
34'
34'-6"
26'
26'
99'
3'-6"
69'-0" Between Exist'g Curb
Section "B-B"
B
W.S.W.
S

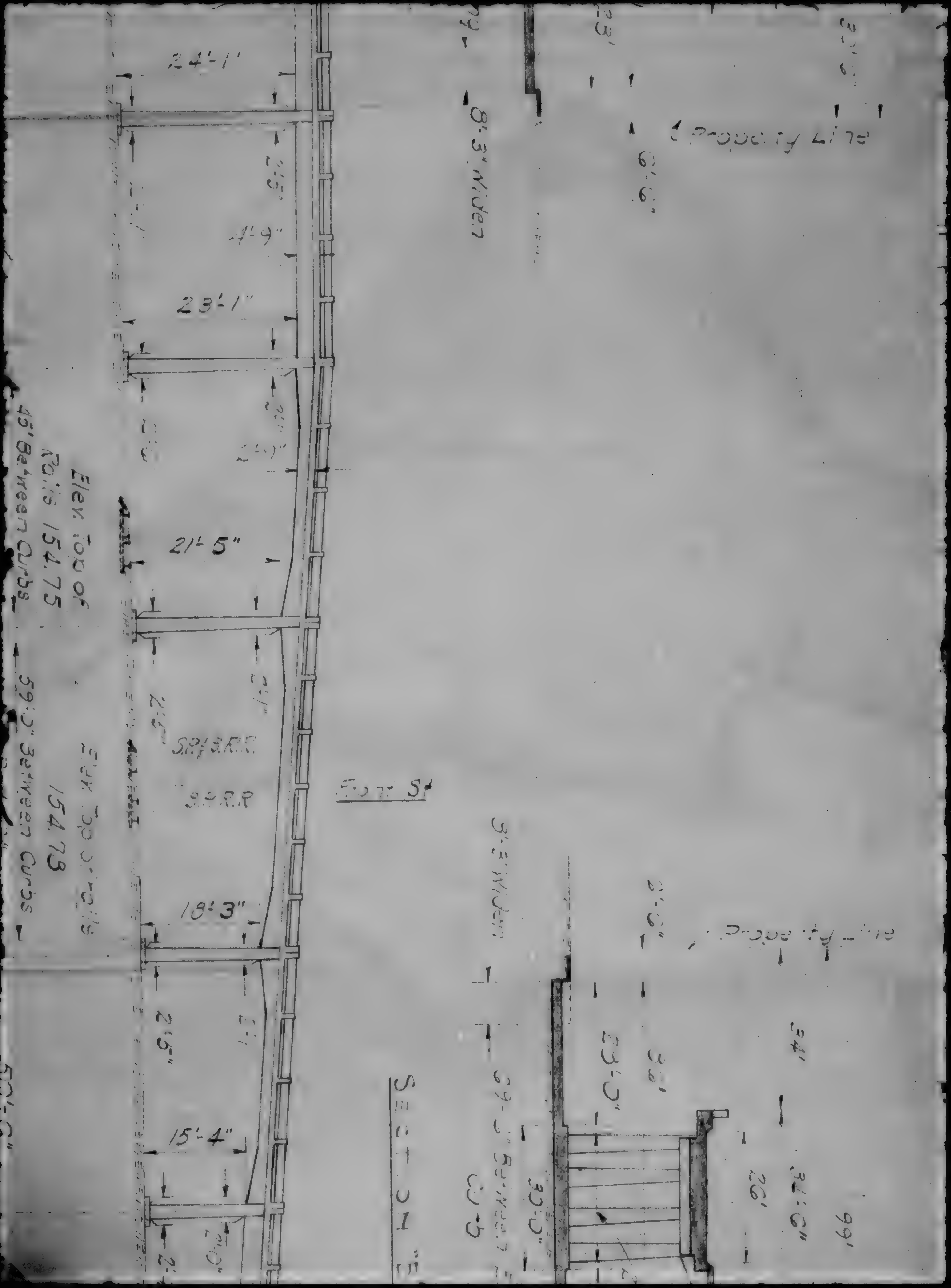

Curb
C
Emma V. Seeley
Oregon Electric Ry.
Proposed Relocation of R.R. Tracks
Existing R.R. Tracks
Property Line
Property Line
34'6"
30'6"
26'
6'3"
82'
6'6"
23'
26'
23'
16't
30' 0"
8'3" Widen
34'-6" Between Existing Curb
8'-3" Widen

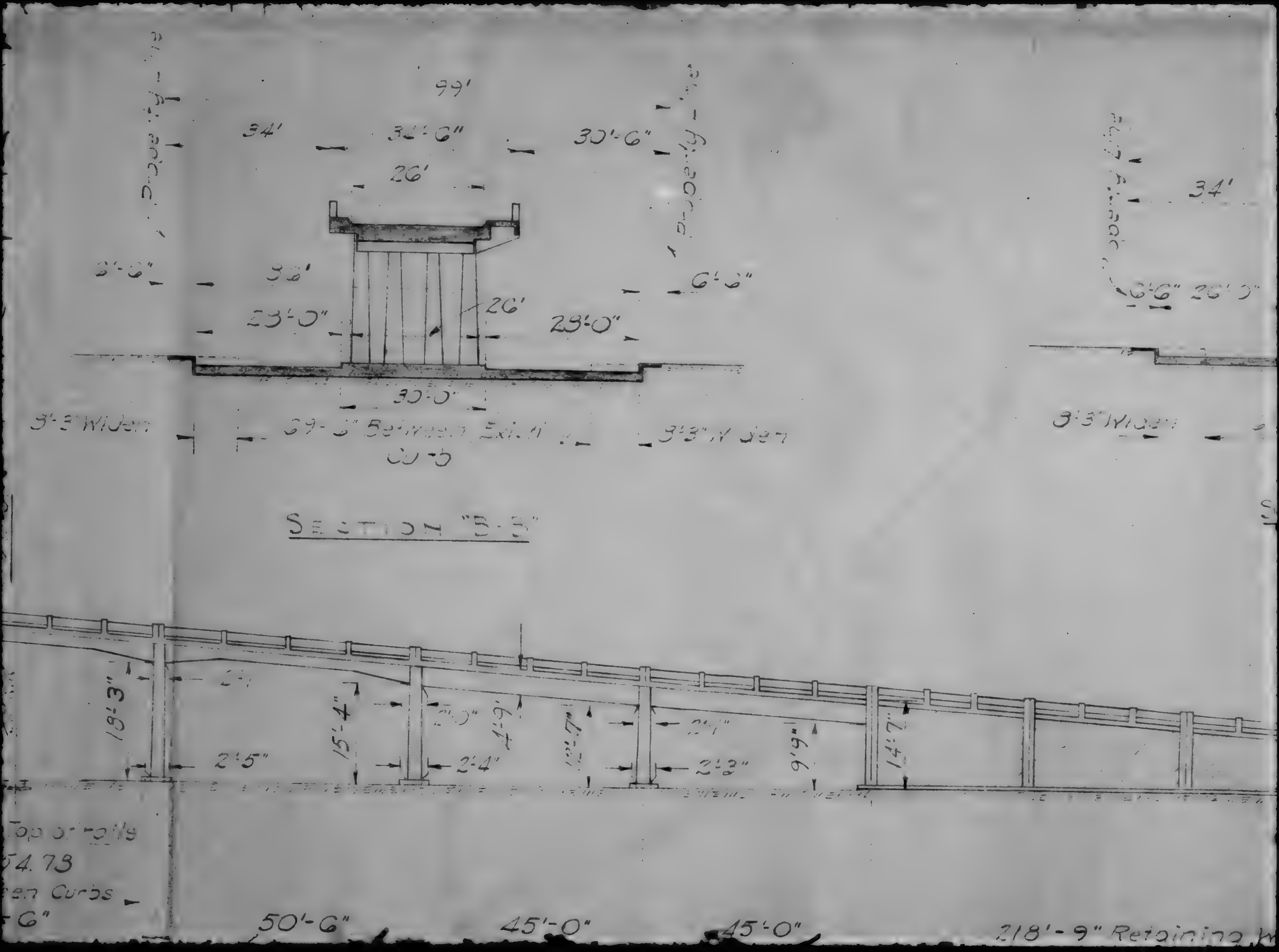

Curb
RIVER
BANK
C
A. E. & Emma V. Seeley
Emma V. Seeley
Property Line
6'3"
28'
26'
86'
16'±
26'
34'6"
30'-0"

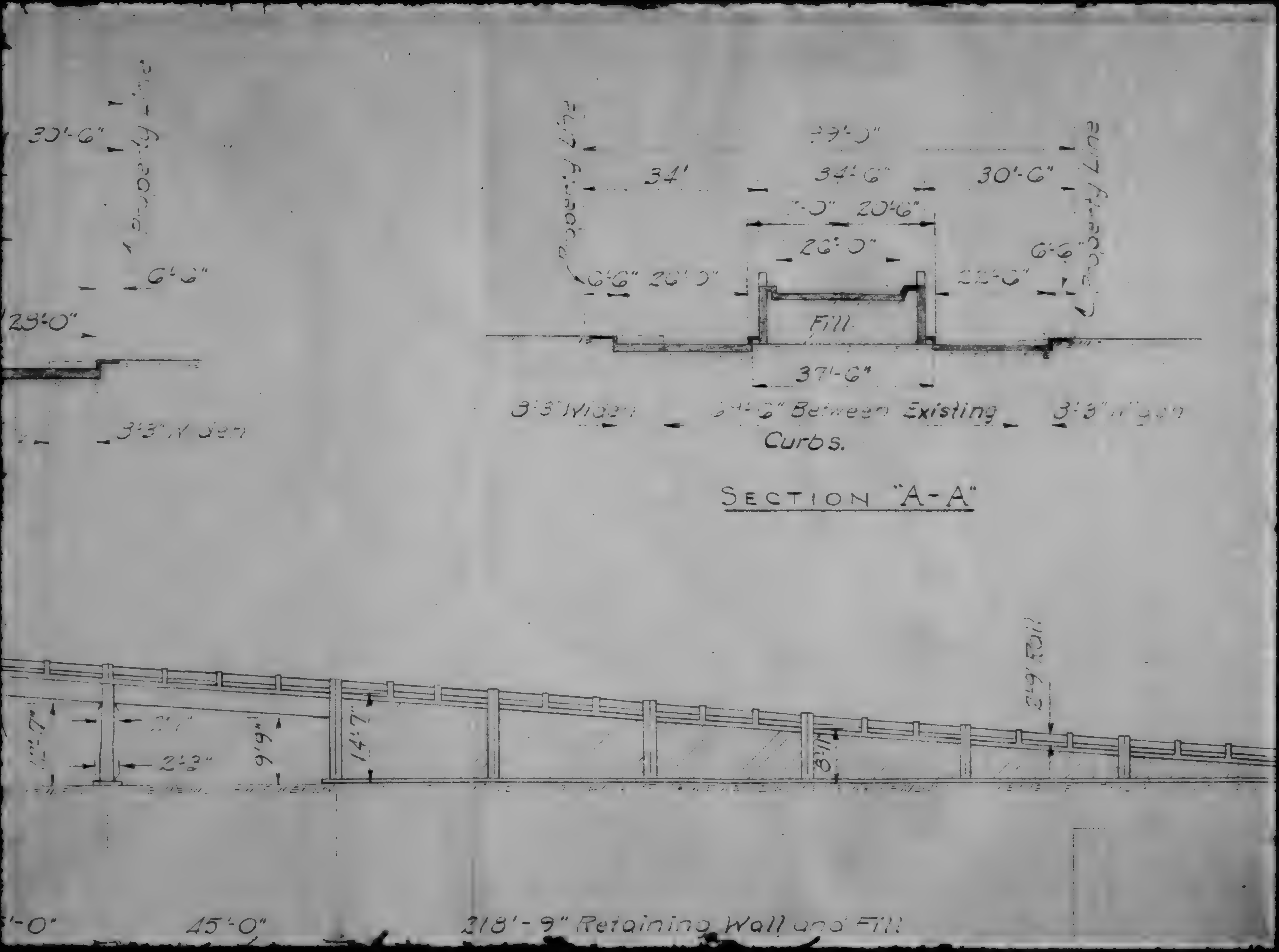

40
3
Curb
RIVER
BANK
A. E. & Emma M. Seeley
Emma


22'-11"
2'-9"
4'-0
5'-3
26'
Conc.
25'-9"
3'-0
49'-2"
48'-6"
25'-6"
8'-3"
6'
Property Line

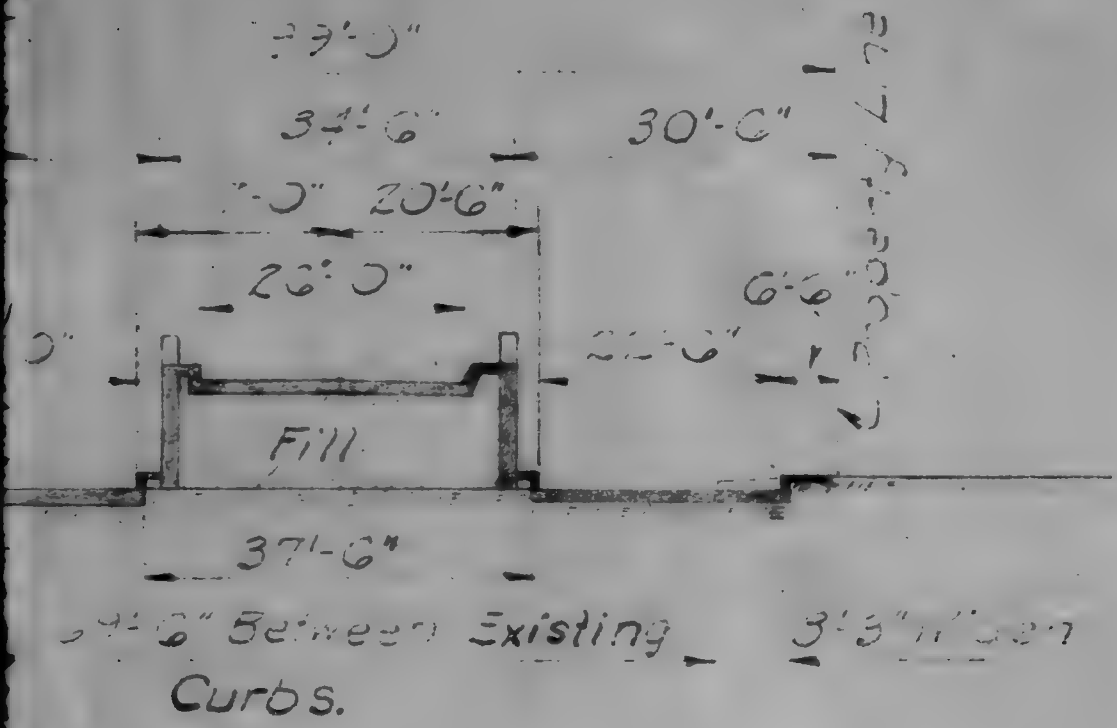

99'
34'-6"
30'-6"
26'
Property Line
Property Line
6'-3"
6'-6"
23'
26'
86'
23'
30'-0"
8'-3" Widen
49'-6" Between Existing Curb
8'-3" Widen
SECTION "C-C"
26'
4'-9" Conc.
25'-9"
25'-6"
25'-0"
24'-1"
4'-9"
23'-1"
2'-5"
2'-5"
2'-5"
3'
3'-0"
3'-0"
2'-1"
49'-4"
48'-6"
48'-6"
48'-6"
48'-6"

24'-1"
2'5"
4'-9"
23'-1"
21'-5"
18'-3"
2'5"
15'-4"
Elev Top of Rails 154.75
45' Between Curbs
Elev Top of Rails 154.78
59'-0" Between Curbs
S.P. & S.R.R.
S.P.R.R.
Front St
8'-3" Widen
6'-6"
Property Line
3'-6" Widen
Property Line
59'-0" Between Curbs
30'-0"
23'-0"
26'
34'-6"
99'
Section

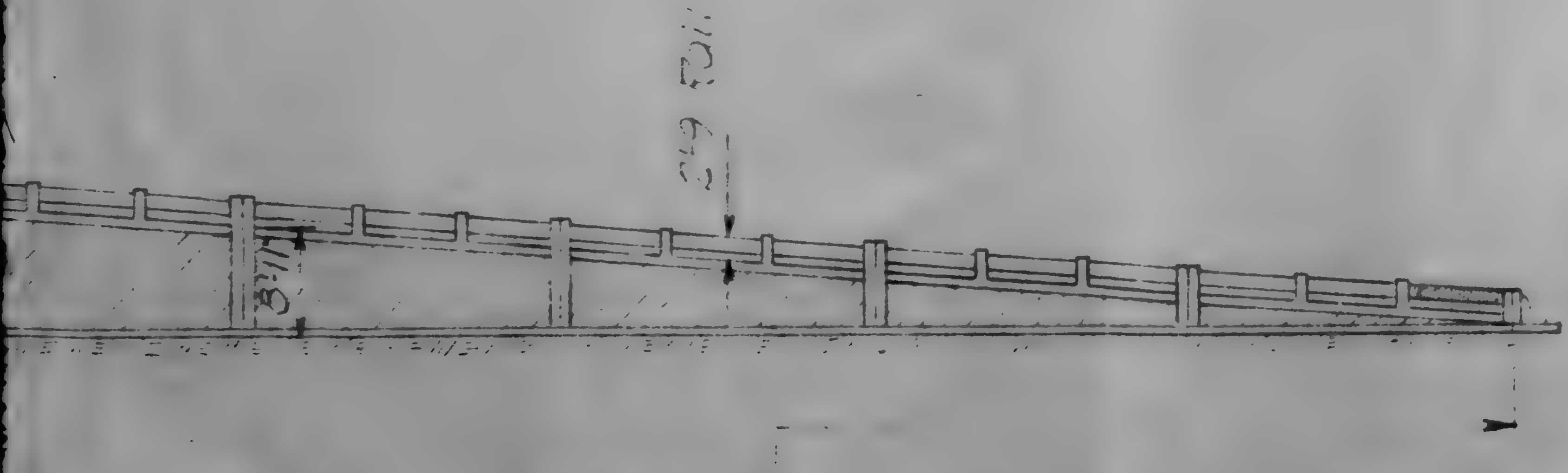

99'
34'
32'-6"
30'-6"
26'
Property Line
Property Line
3'-6"
32'
6'-6"
23'-0"
26'
23'-0"
30'-0"
3'-3" Widen
69'-3" Between Exist. Curbs
3'-3" Widen
Property Line
34'
6'-6" 26'-0"
3'-3" Widen
SECTION "B-B"
18'-3"
2'-5"
15'-4"
2'-4"
4'-9'
12'-7"
2'-3"
9'-9"
14'-7"
Top of rails
54.73
een Curbs
-6"
50'-6"
45'-0"
45'-0"
218'-9" Retaining W

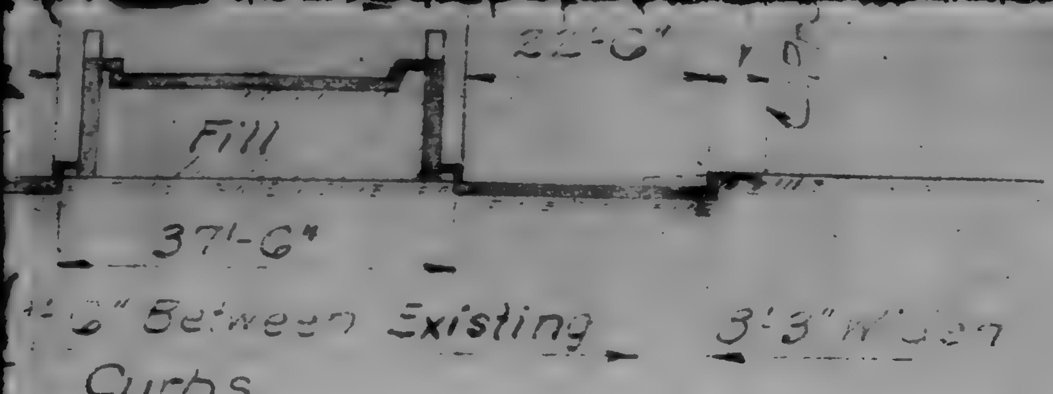

30'-6"
Property Line
6'-6"
23'-0"
3'-3" Widen
Property Line
99'-0"
34'
34'-6"
30'-6"
Property Line
-0" 20'-6"
26'-0"
6'-6"
6'-6" 26'-0"
22'-6"
Fill
37'-6"
3'-3" Widen
34'-6" Between Existing Curbs.
3'-3" Widen
12'-7"
2'-1"
2'-3"
9'-9"
14'-7"
8'-11"
2'-9" Rail
-0"
45'-0"
218'-9" Retaining Wall and Fill

SECTION "A-A"

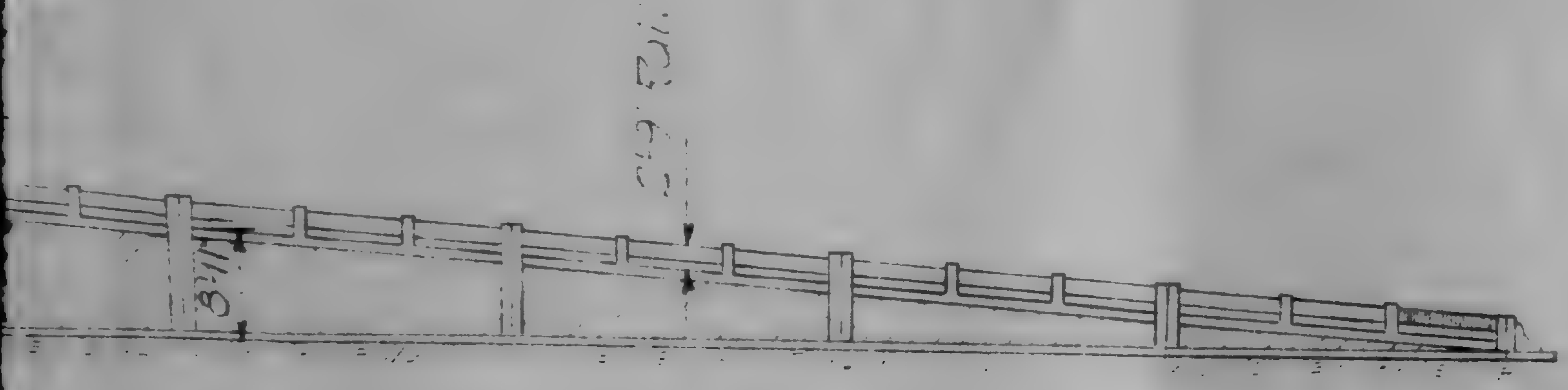

39'-0"
34'-6"
30'-0"
20'-6"
26'-0"
6'-6"
Property Line
Fill
37'-6"
34'-6" Between Existing
Curbs.

SECTION "A-A"


3'-11"
2'9



ECTION "A-A"



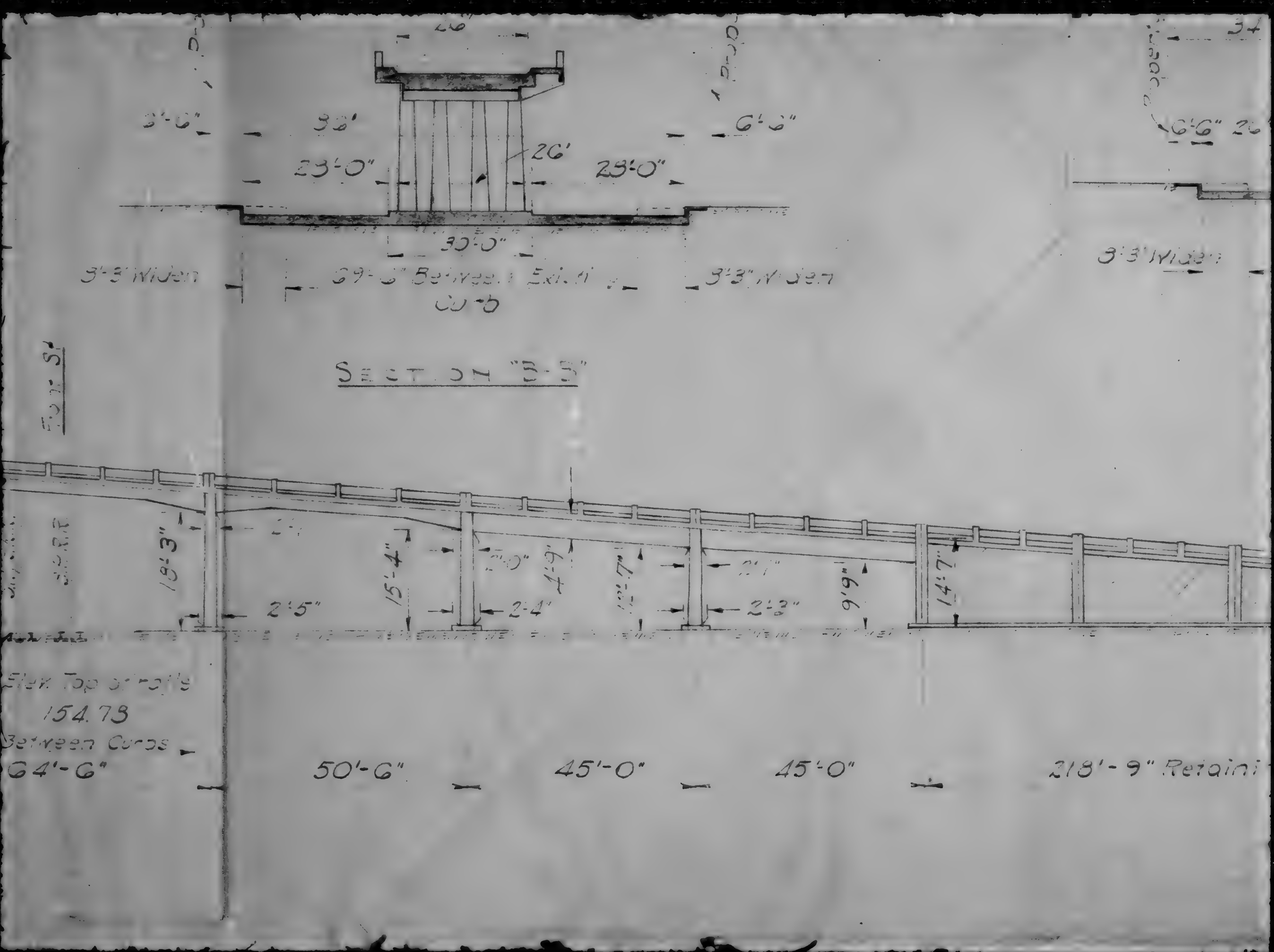
Wall and Fill

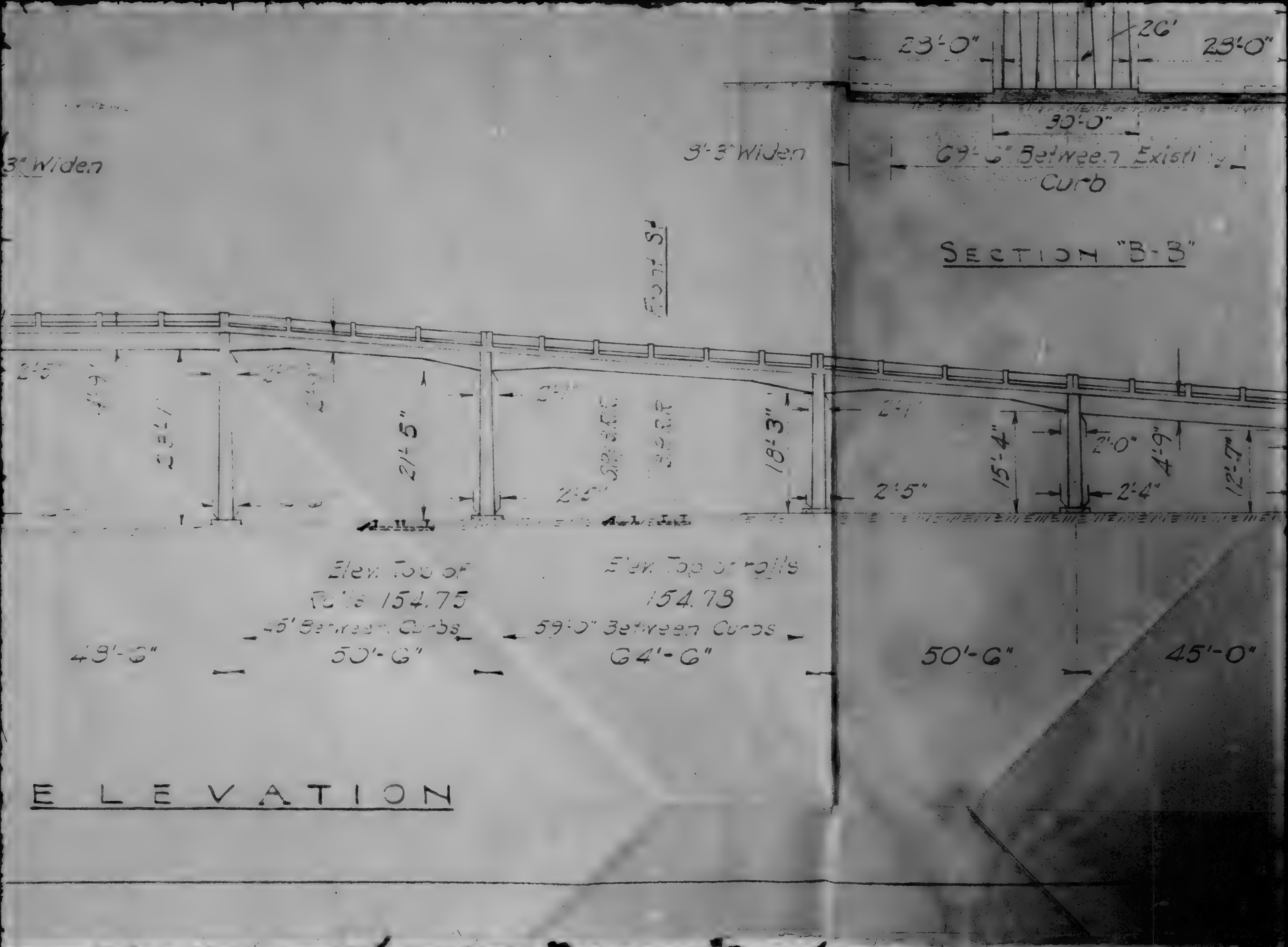
OREGON
STATE HIGHWAY COMMISSION

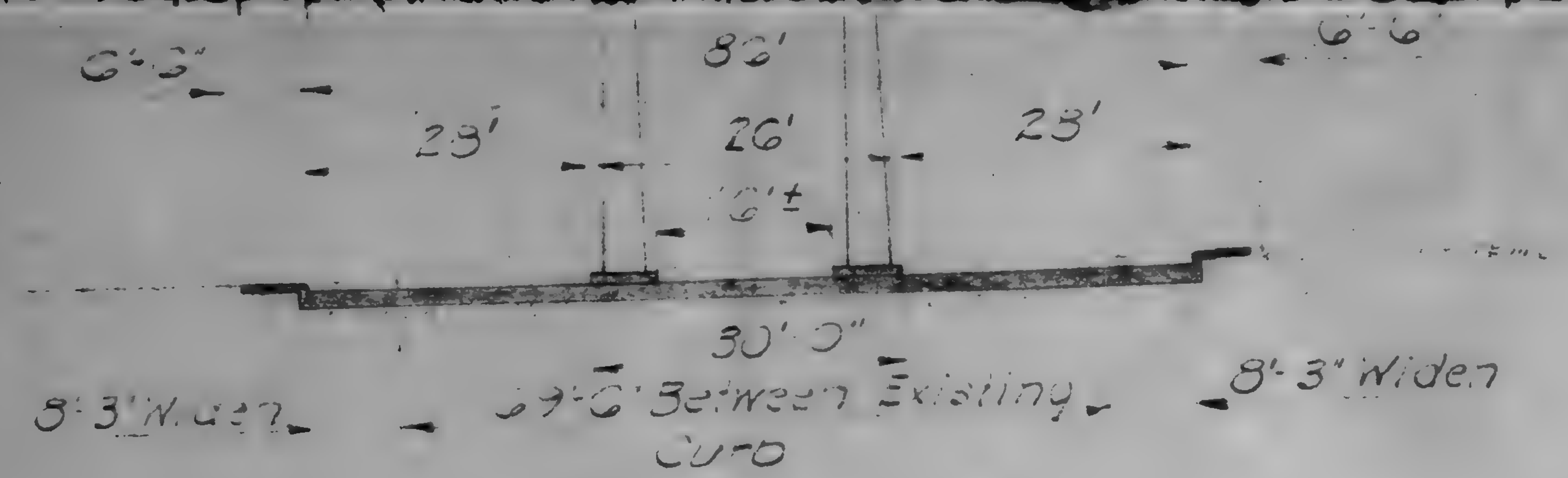
EAST APPROACH
TO CENTER STREET BRIDGE

MARCH 6, 1952

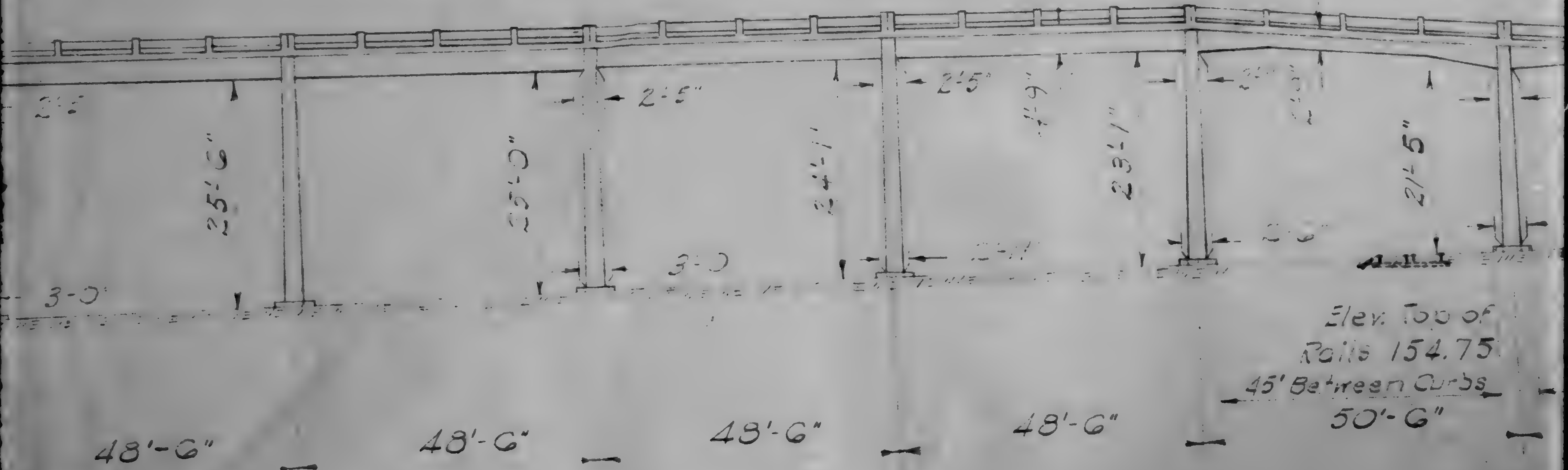
SHEET 1 OF 1
BRIDGE NO. 123A
DWG. NO. 1-D-2


Section "B-B"
26'
3'-6"
32'
6'-6"
23'-0"
26'
23'-0"
30'-0"
3'-3" Widen
69'-6" Between Existing Curb
3'-3" Widen
3'-3" Widen
6'-6"
Fort St
S.P.R.R.
19'-3"
2'-5"
15'-4"
2'-4"
4'-9"
12'-7"
2'-3"
9'-9"
14'-7"
Elev. Top of rails 154.73
Between Curbs
64'-6"
50'-6"
45'-0"
45'-0"
218'-9" Retaini

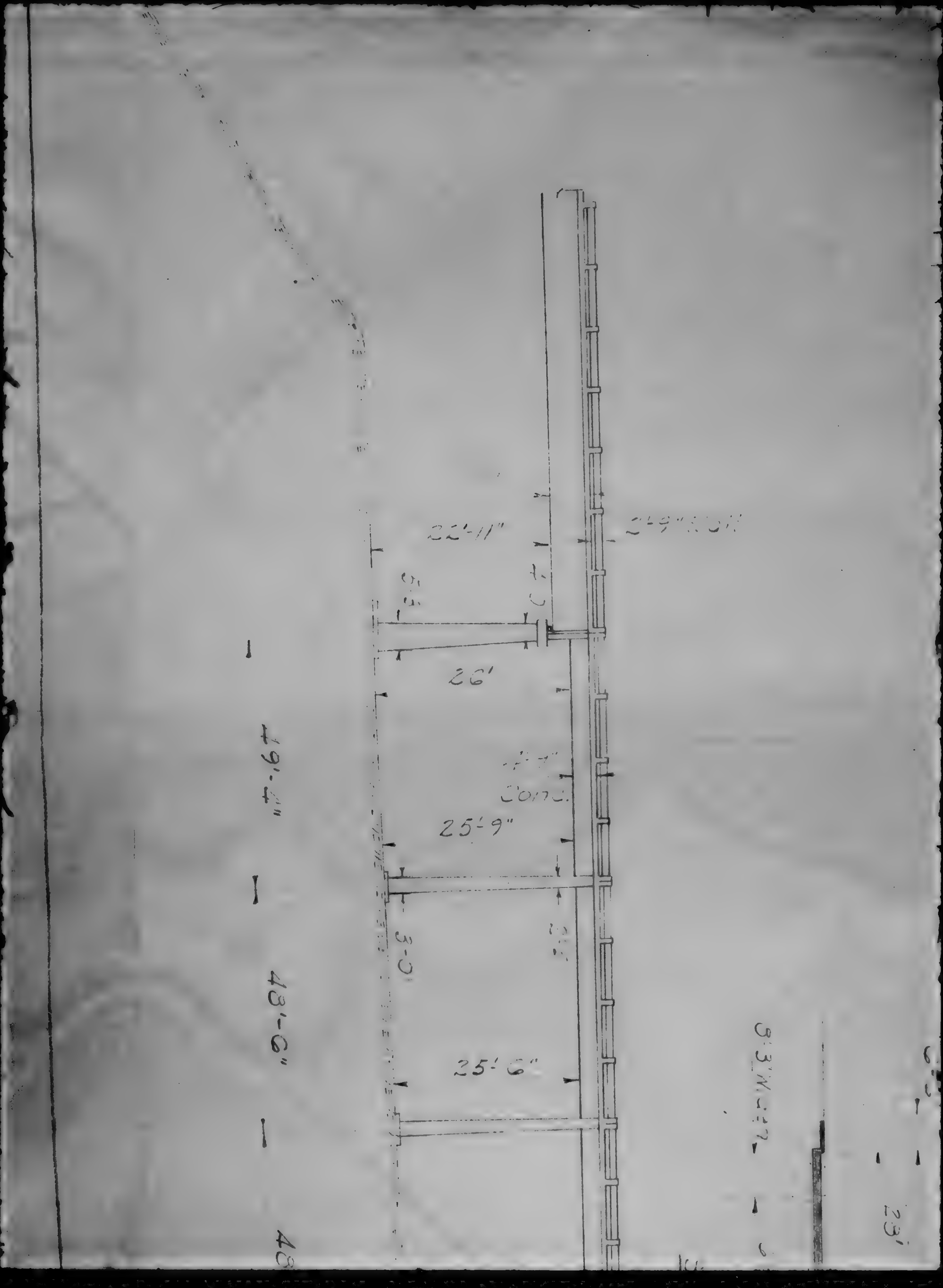

23'-0"
26'
23'-0"
30'-0"
3" Widen
3'-3" Widen
69'-6" Between Existing Curb
Front St
SECTION "B-B"
2'-5"
4'-9"
23'-1"
21'-5"
2'-7"
18'-3"
2'-1"
15'-4"
2'-0"
4'-9"
12'-7"
2'-5"
2'-5"
2'-4"
S.P.R.R.
S.P.R.R.
Elev. Top of Rails 154.75
Elev. Top of rails 154.78
45' Between Curbs
59'-0" Between Curbs
49'-6"
50'-6"
64'-6"
50'-6"
45'-0"
ELEVATION

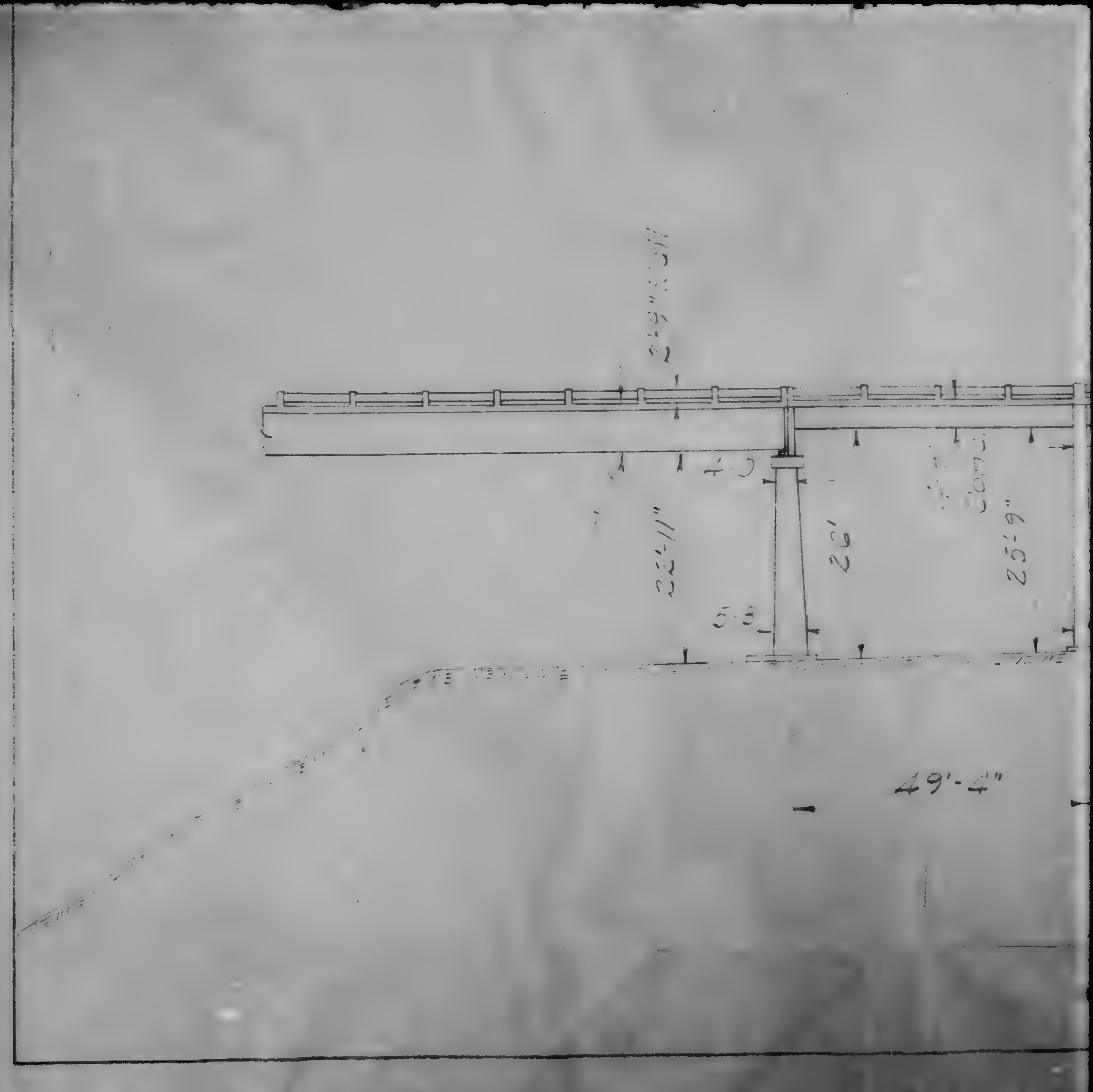


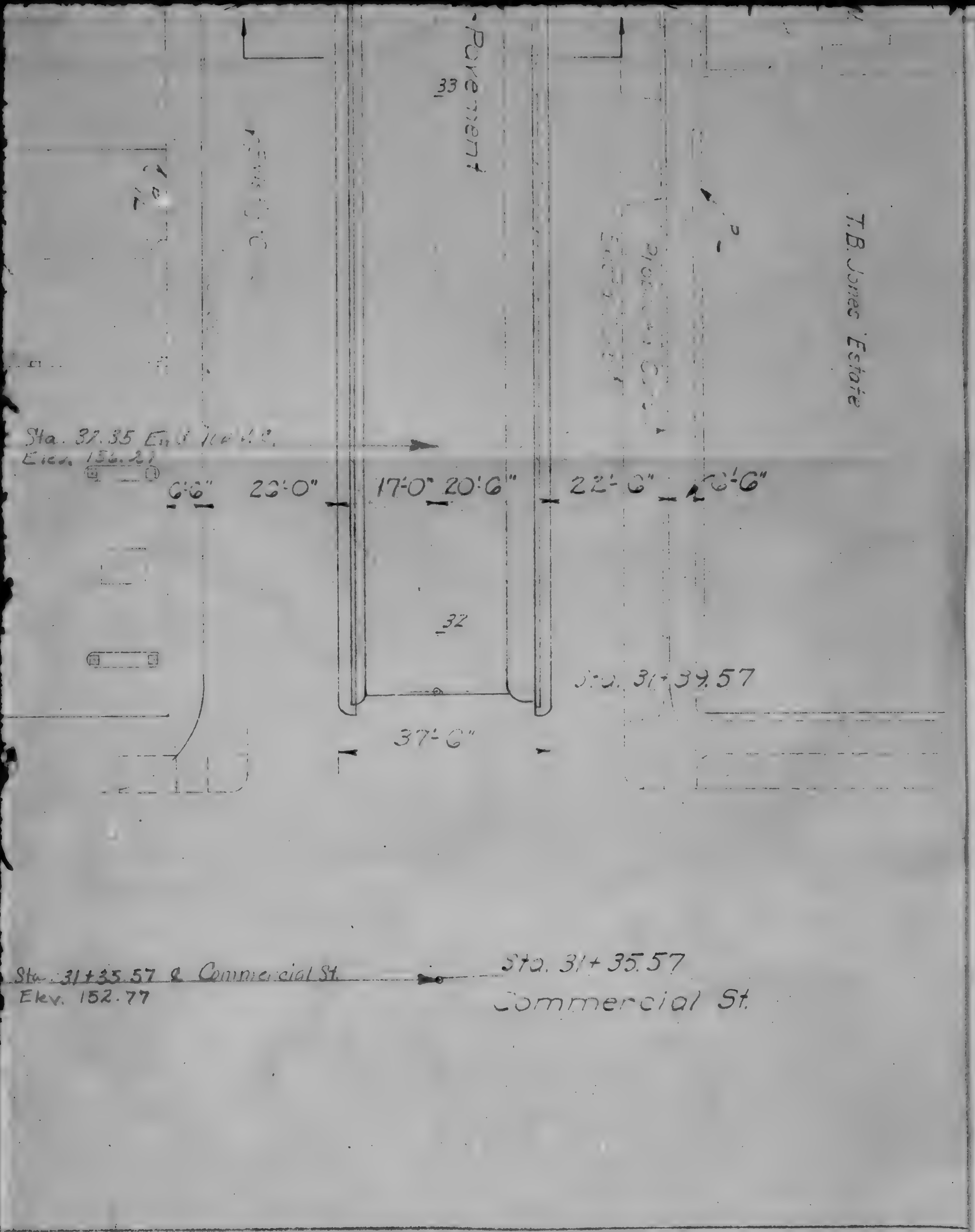
SECTION "C-C"

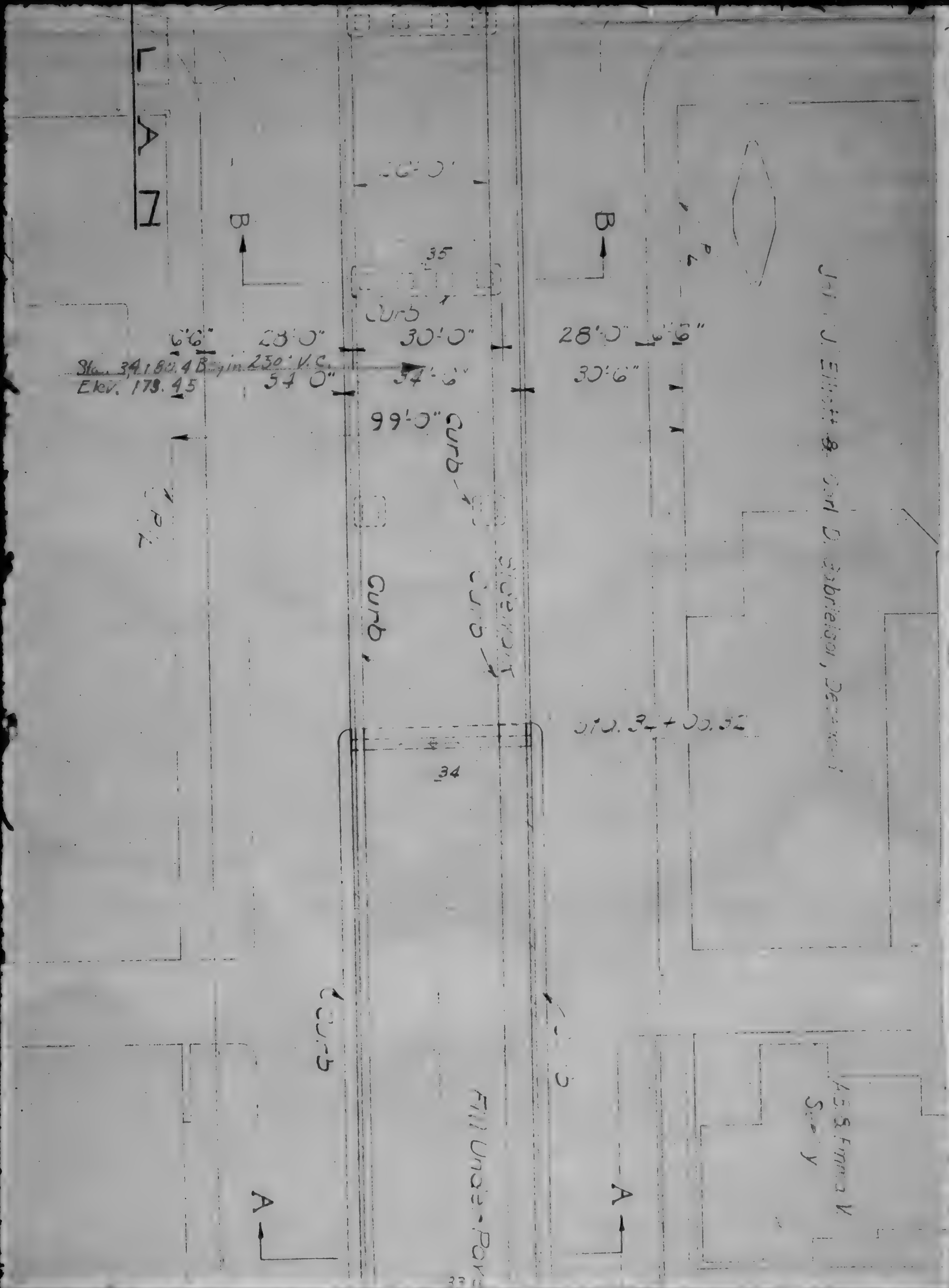


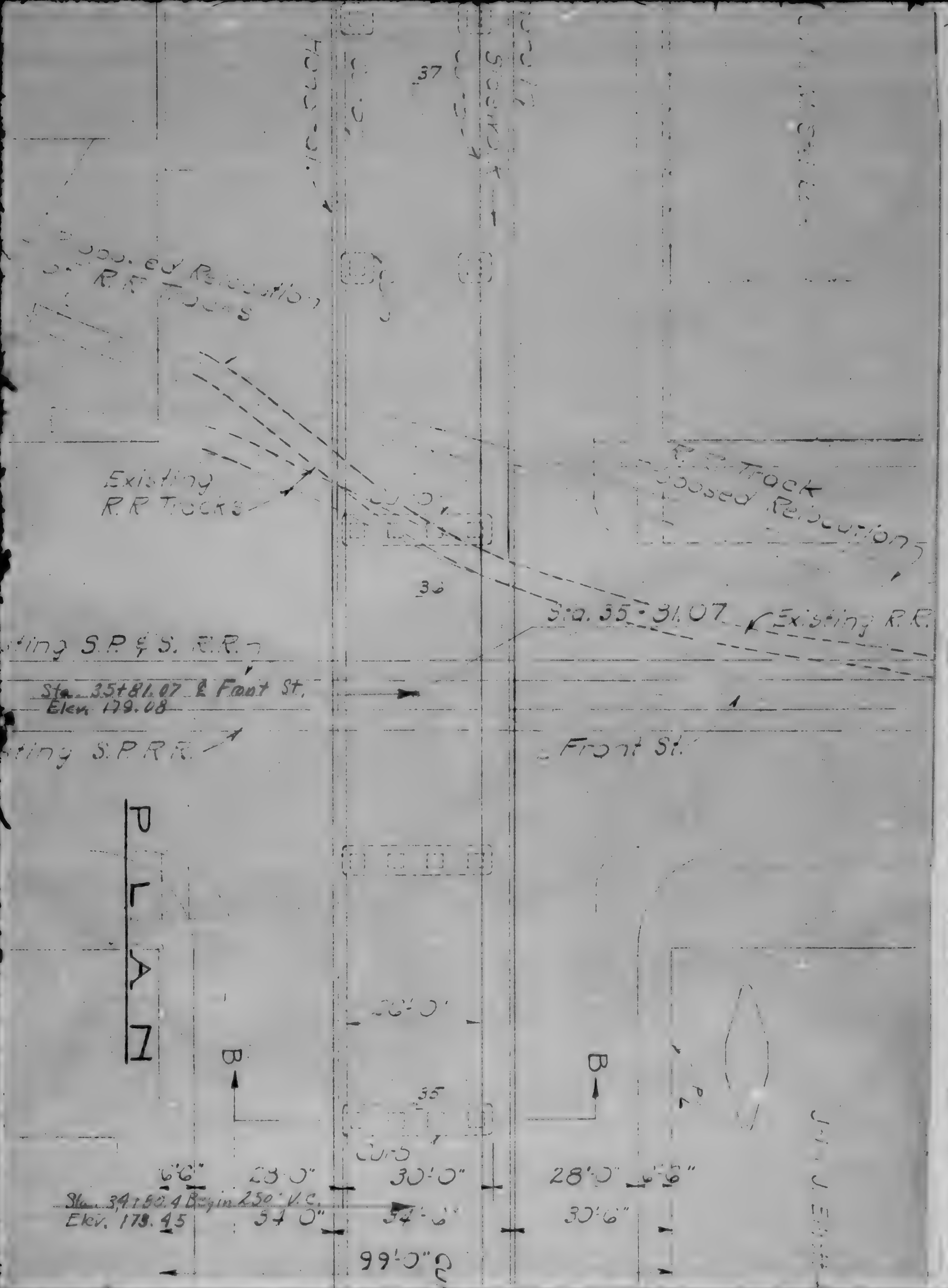
ELEVATION

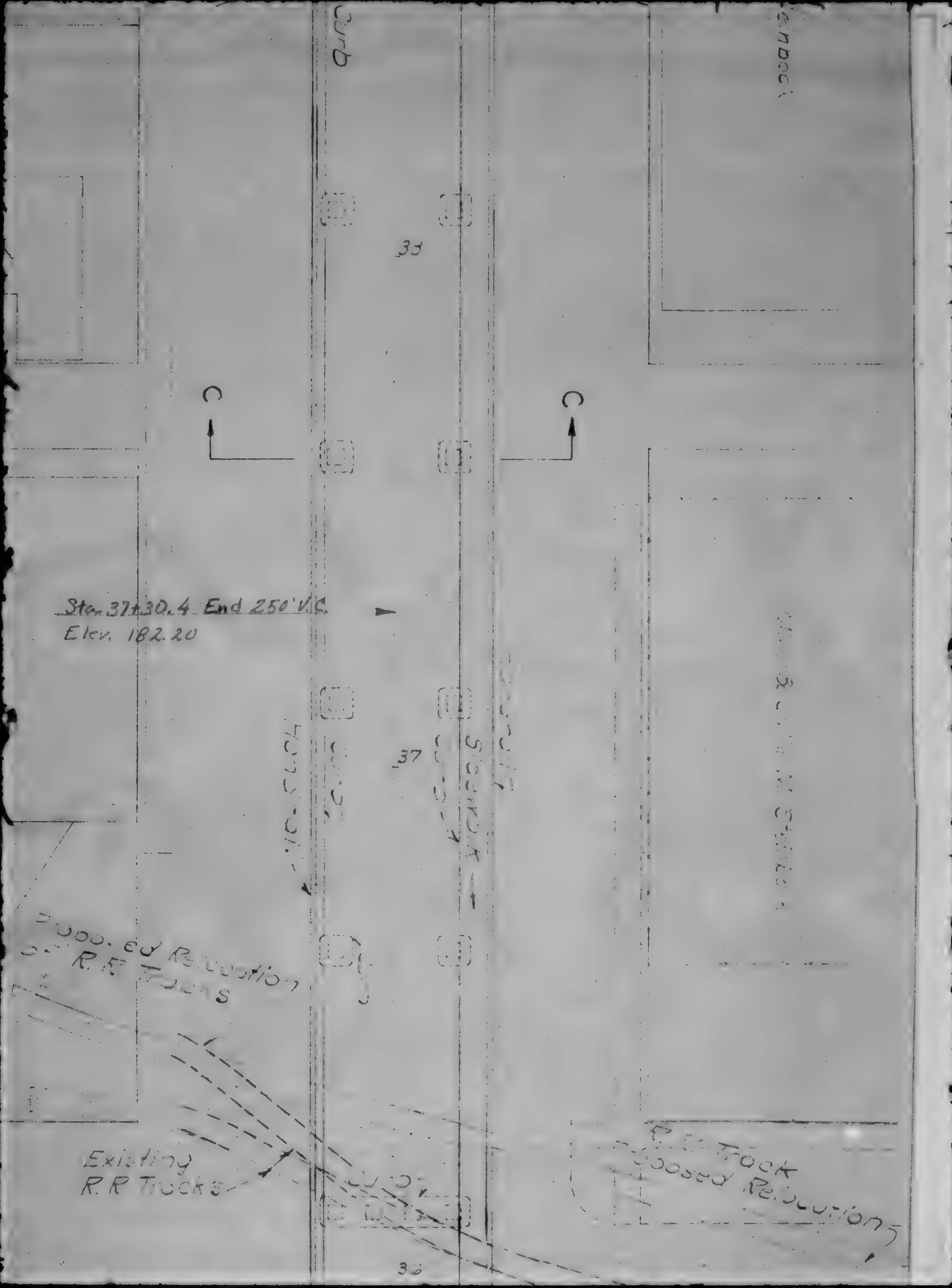

22'-11"
26'
Conc.
25'-9"
3'-0"
25'-6"
49'-2"
48'-6"
48
23'

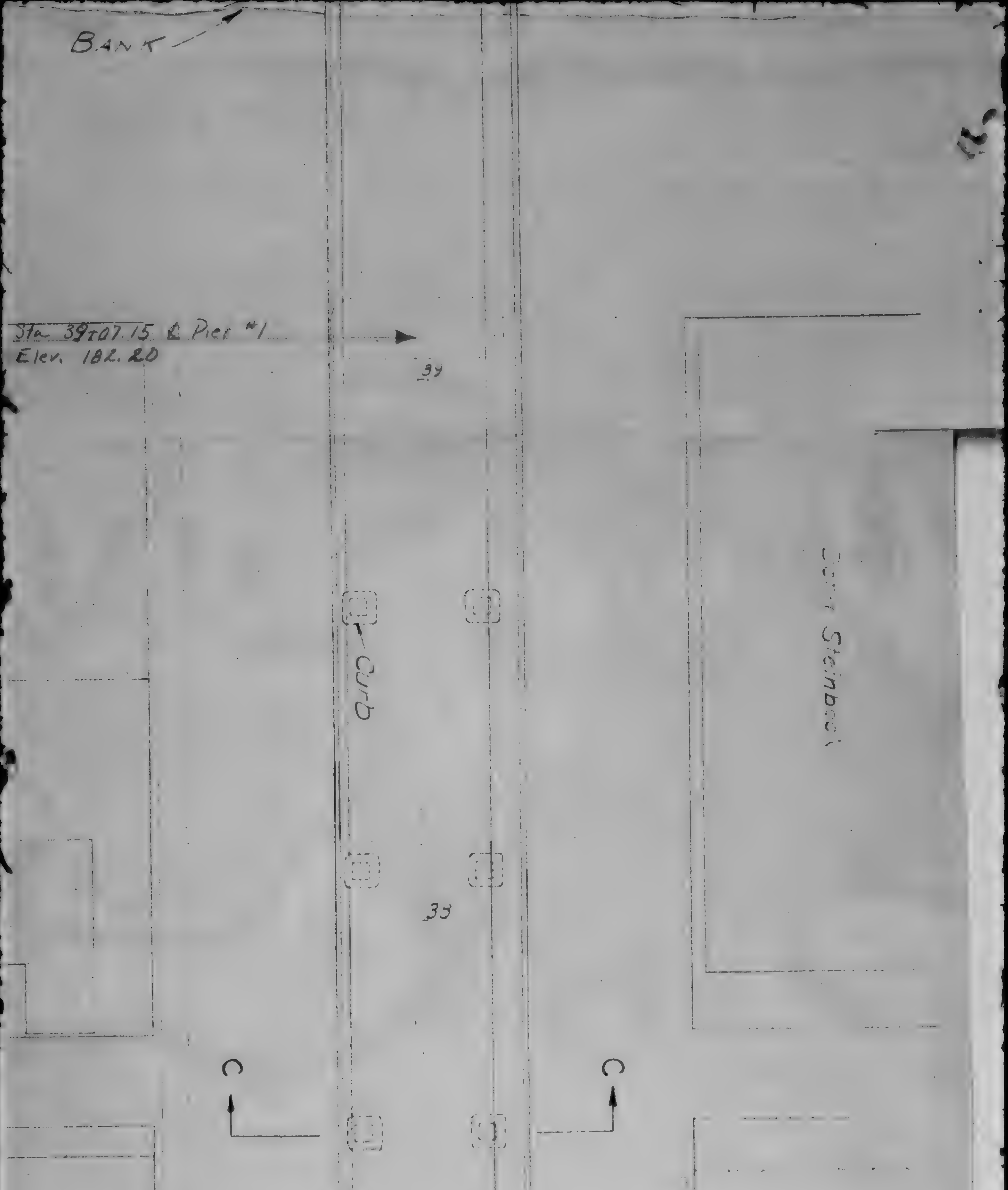

2'-9"
4'-0"
22'-11"
26'
Conc.
25'-9"
5'-3"
49'-4"

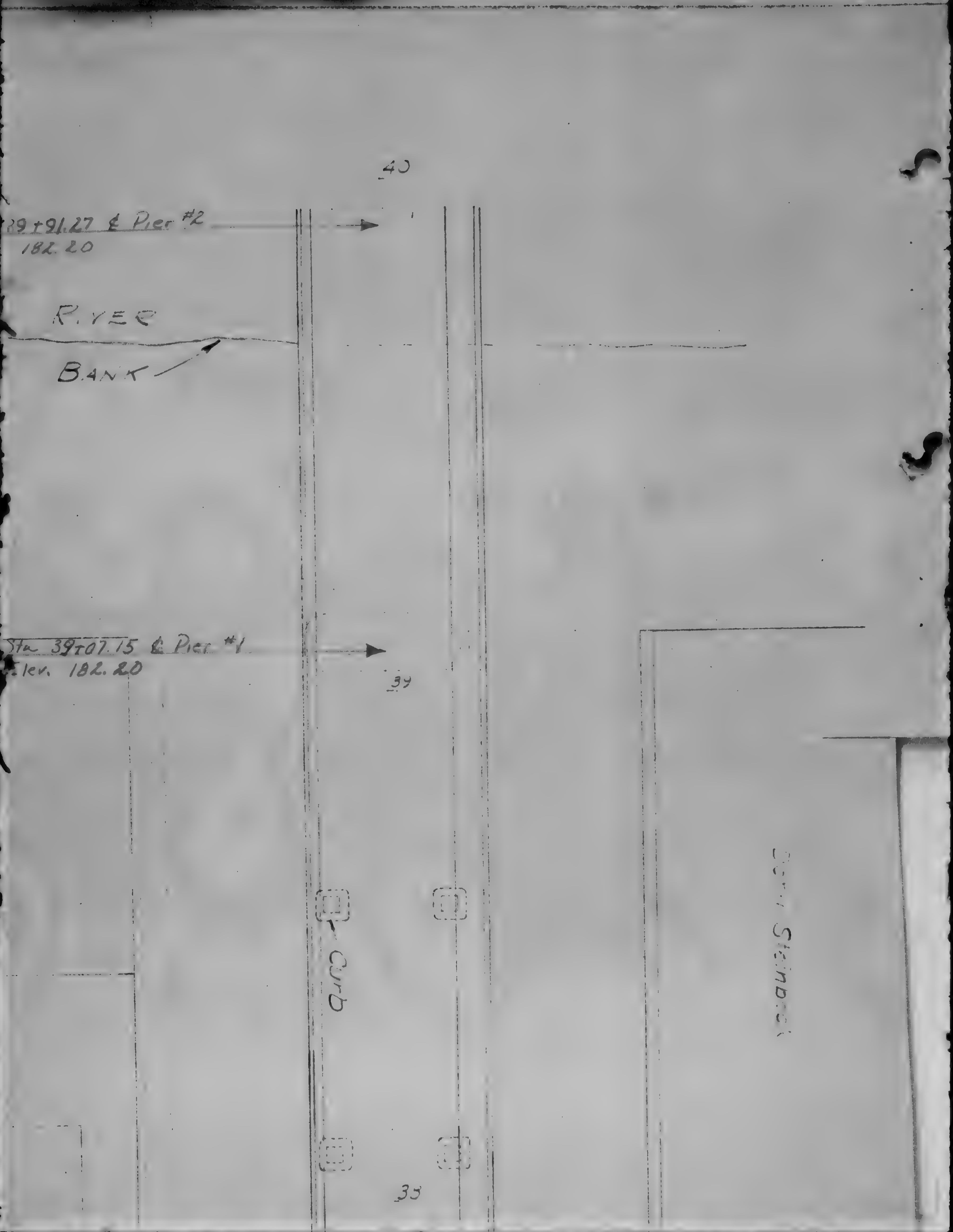

Pavement
33
T.B. Jones Estate
Sta. 32.35 End
Elev. 156.21
6'6"
23'0"
17'0"
20'6"
22'-6"
6'-6"
32
Sta. 31+39.57
37'-6"
Sta. 31+35.57 ℄ Commercial St.
Elev. 152.77
Sta. 31+35.57
Commercial St.

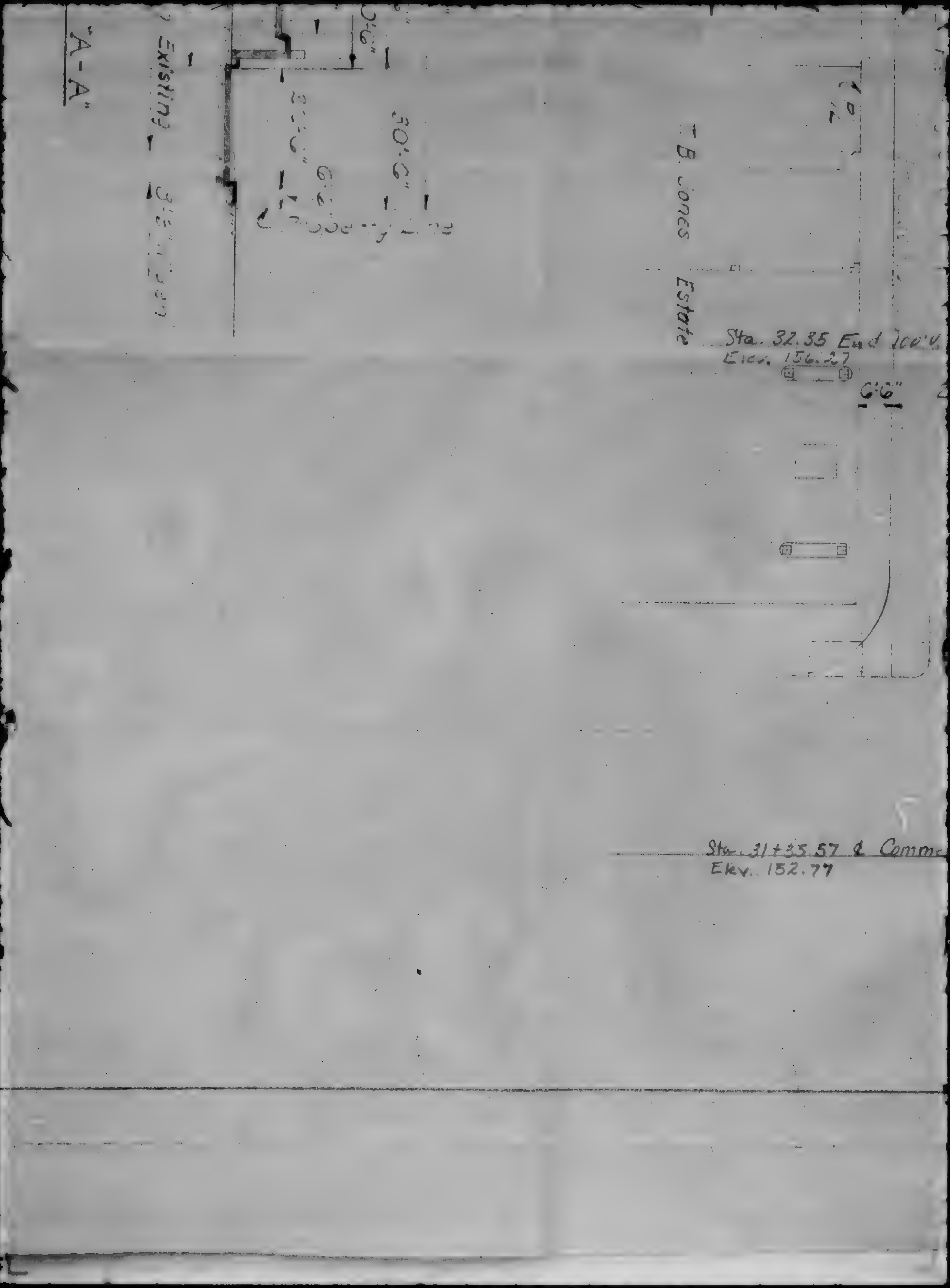

PLAN
B
B
35
Curb
6'6"
28'0"
30'0"
28'0"
6'6"
Sta. 34+80.4 Begin 230' V.C.
Elev. 178.45
54'0"
54'6"
30'6"
99'0"
Curb
Curb
Curb
P.L.
P.L.
34
Curb
Curb
Fill Under Pav
A
A
A.E. & Emma V.
33

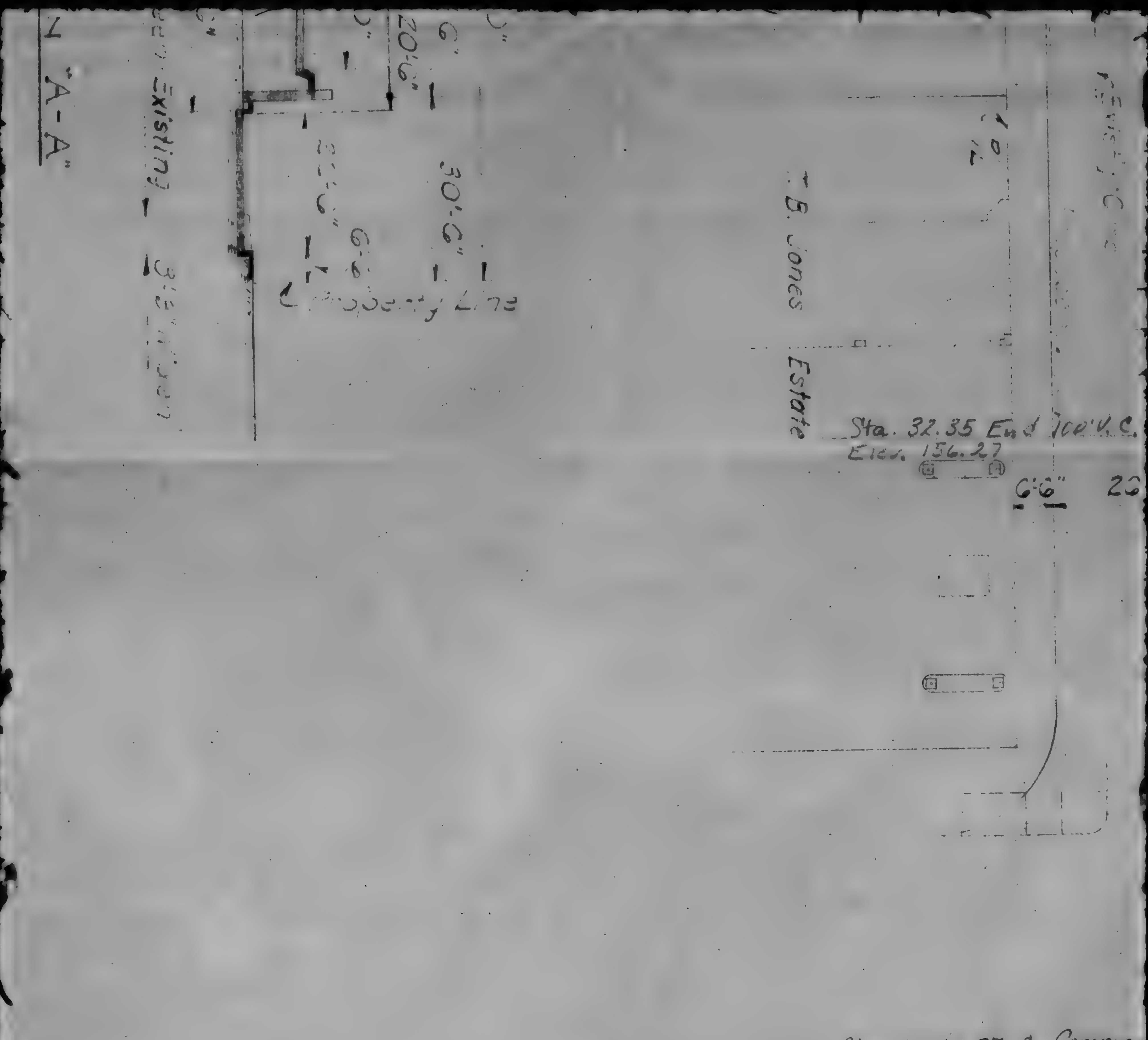

37
Proposed Relocation R.R. Tracks
Existing R.R. Tracks
R.R. Track Proposed Relocation
36
Sta. 35+81.07
Existing R.R.
Existing S.P.& S. R.R.
Sta. 35+81.07 ℄ Front St.
Elev. 179.08
Existing S.P.R.R.
℄ Front St.
PLAN
36'-0"
B
B
35
Curb
6'6"
28'0"
30'0"
28'0"
6'6"
Sta. 34+90.4 Begin 250' V.C.
Elev. 178.45
34'0"
34'6"
30'6"
99'-0"

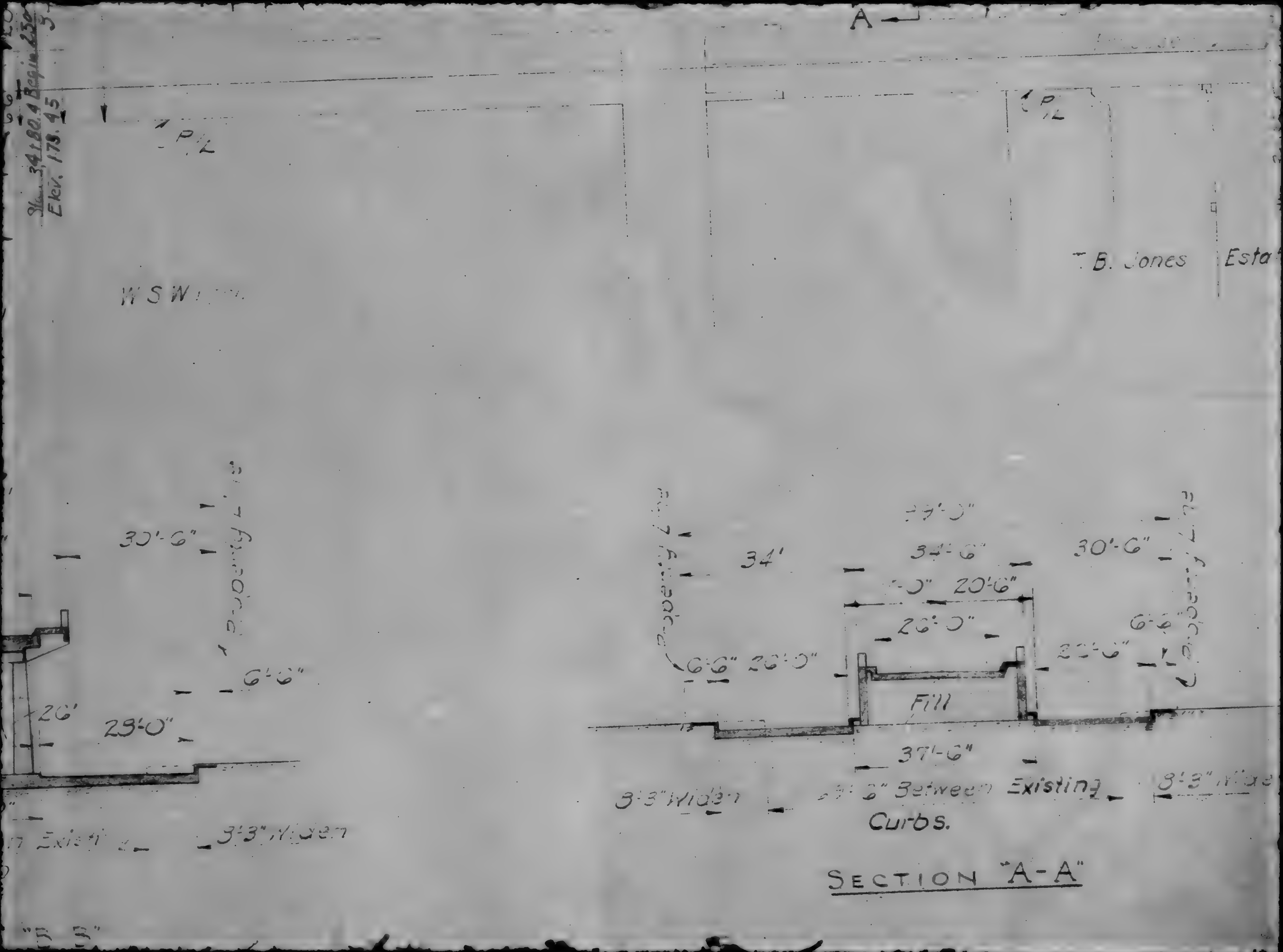

Curb
33
C
C
Sta. 37+30.4 End 250' V.C.
Elev. 182.20
37
Proposed Relocation of R.R. Tracks
Existing R.R. Tracks
R.R. Track Proposed Relocation
38

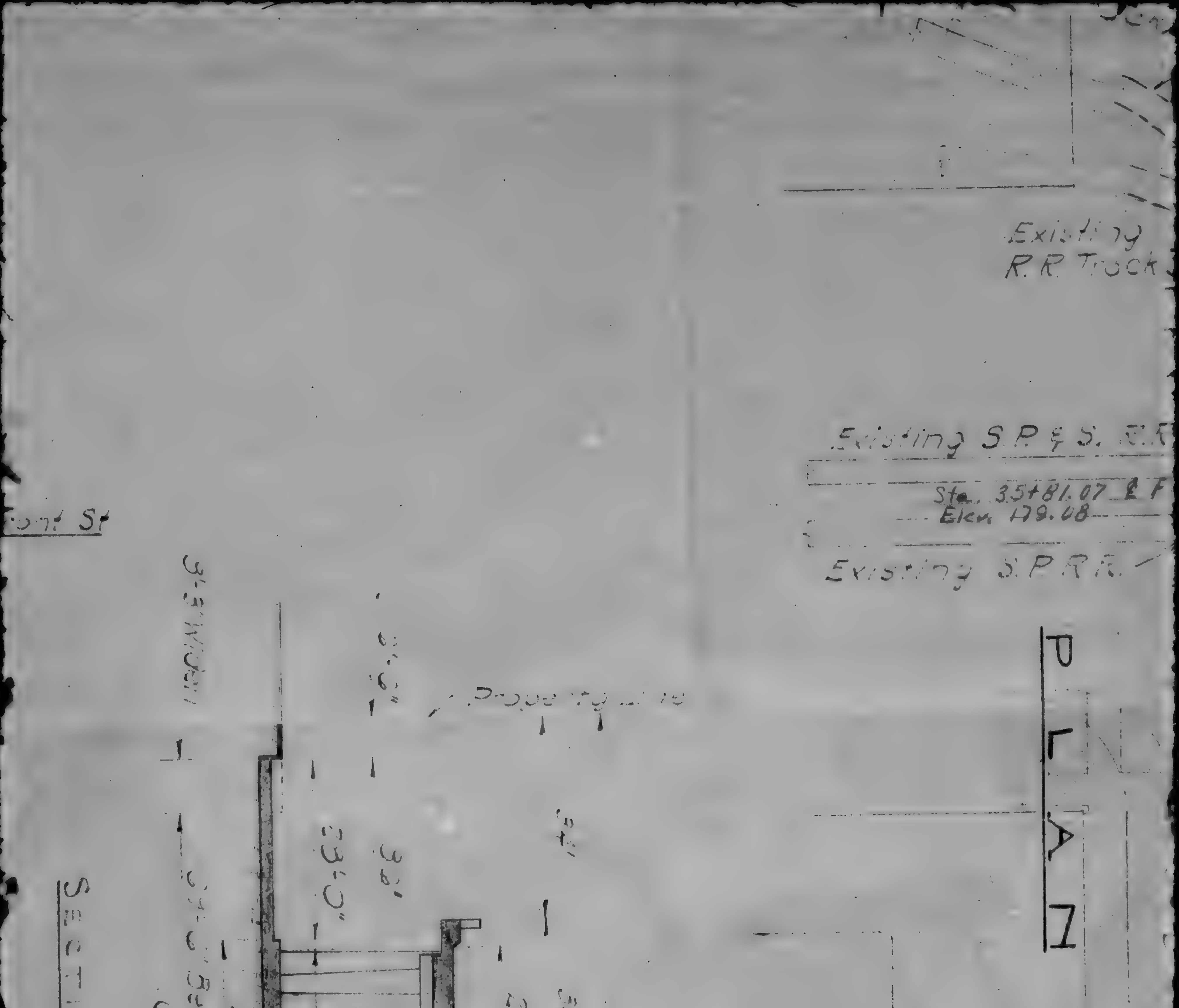

BANK
Sta 39+07.15 ℄ Pier #1
Elev. 182.20
39
Curb
Bern Steinbock
38
C
C
Sta 37+30.4 End 250' V.C.
Elev. 182.20

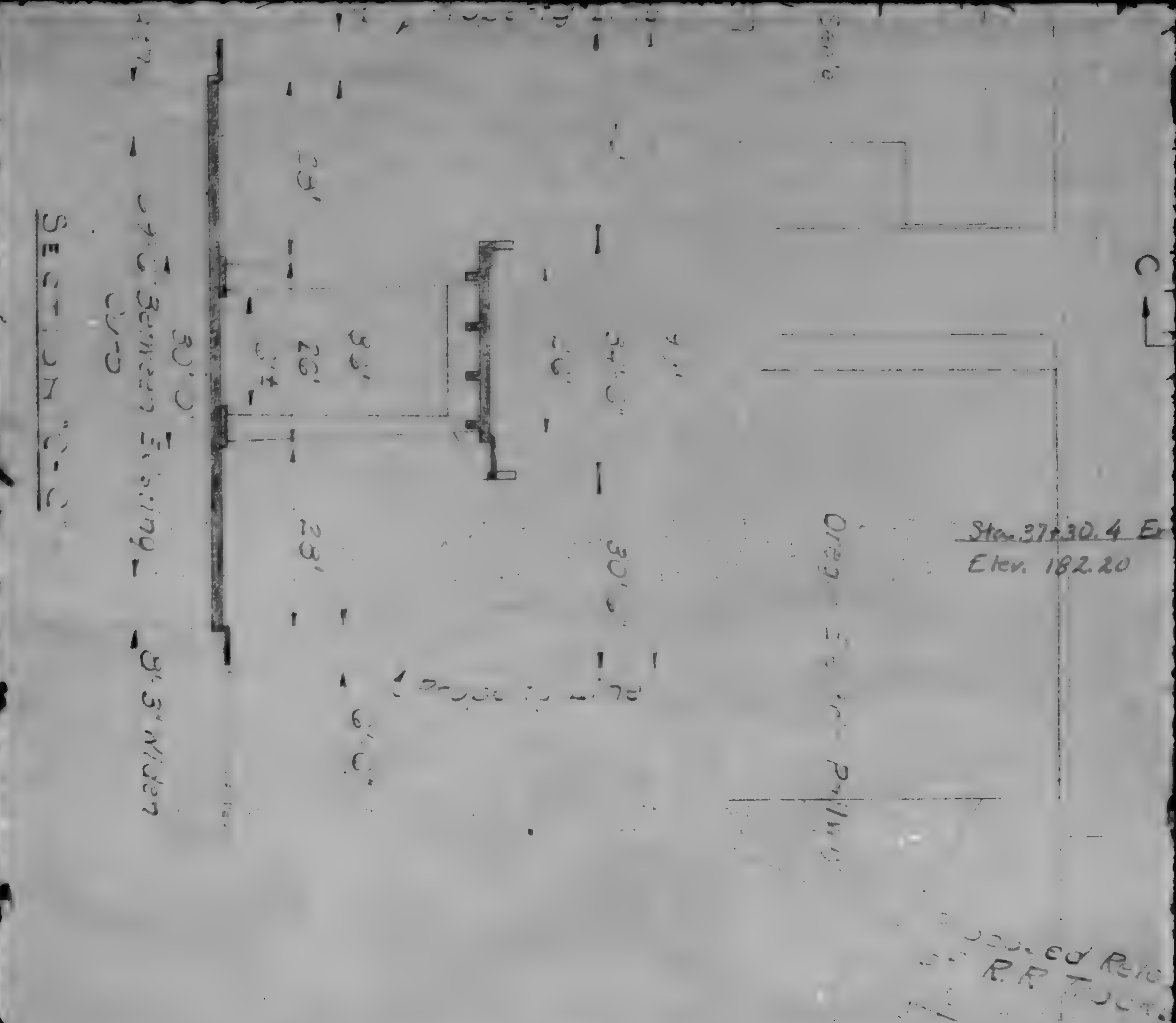

40
39+91.27 ℄ Pier #2
182.20
RIVER
BANK
Sta 39+07.15 ℄ Pier #1
Elev. 182.20
39
Curb
Steinbeck
38

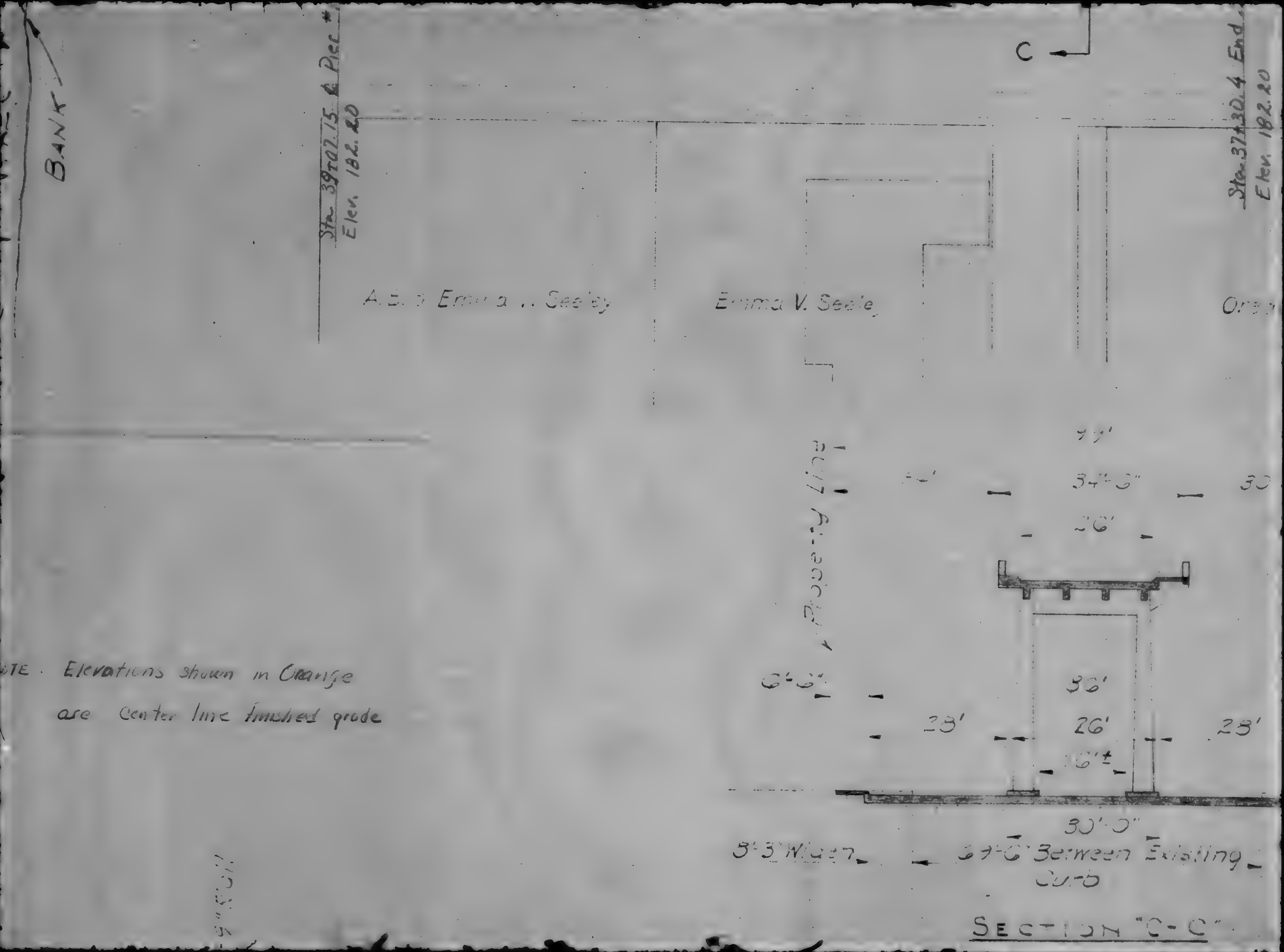

"A-A"
Existing
30'-6"
6'-6"
Property Line
B. Jones Estate
Sta. 32.35 End Conc.
Elev. 156.27
6'-6"
Sta. 31+35.57 ℄ Commc
Elev. 152.77


"A-A"
Existing
20'6"
30'6"
6'6"
Property Line
B. Jones Estate
Sta. 32.35 End 100' V.C.
Elev. 156.27
6'6"
Sta. 31+35.57 ℄ Comme
Elev. 152.77


Sta. 34+80.4 Begin 250
Elev. 173.45
P.L.
A
P.L.
B. Jones Esta
W S W
30'-6"
6'-6"
26'
23'-0"
3'-3" Widen
3'-3" Widen
34'
6'-6" 26'-0"
34'-6"
20'-6"
26'-0"
30'-6"
6'-6"
Fill
37'-6"
3'-3" Widen
Between Existing
Curbs.
3'-3" Wide
SECTION "A-A"
"B-B"

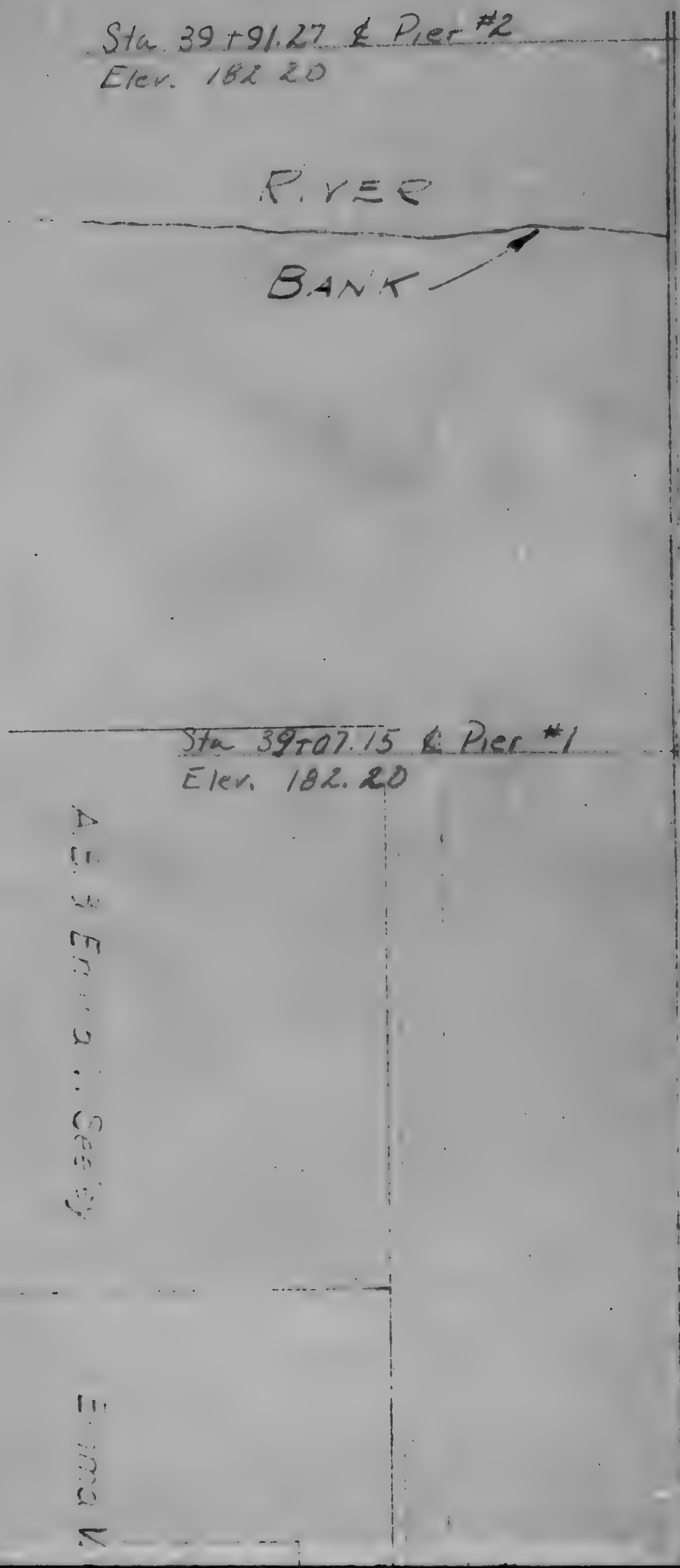

Existing
R.R. Track
Existing S.P.&S. R.R.
Sta. 35+81.07 ℄
Elev. 179.08
Existing S.P.R.R.
Front St
PLAN
Property Line
Property Line
3'-3" Walk
34'-0" Between Existing Curb
3'-3" Walk
SECTION "B-B"
30'-0"
23'-0"
23'-0"
3'-6"
3'-6"
6'-6"
26'
26'
30'-6"
30'-6"
99'
9'-6"
Sta. 34+80.4
Elev. 173.45
W.S.W.
P.L.


SECTION C-C
30'0" Between Existing Curb
8'3" Wider
30'0"
23'
26'
33'
23'
30'0"
6'0"
Sta. 37+30.4
Elev. 182.20
Proposed Relo... R.R. Tracks
Existing R.R. Tracks
Existing S.P. & S. R.R.
Sta. 35+81.07 ℄
Elev. 179.08
Existing S.P.R.R.
...ont St
C



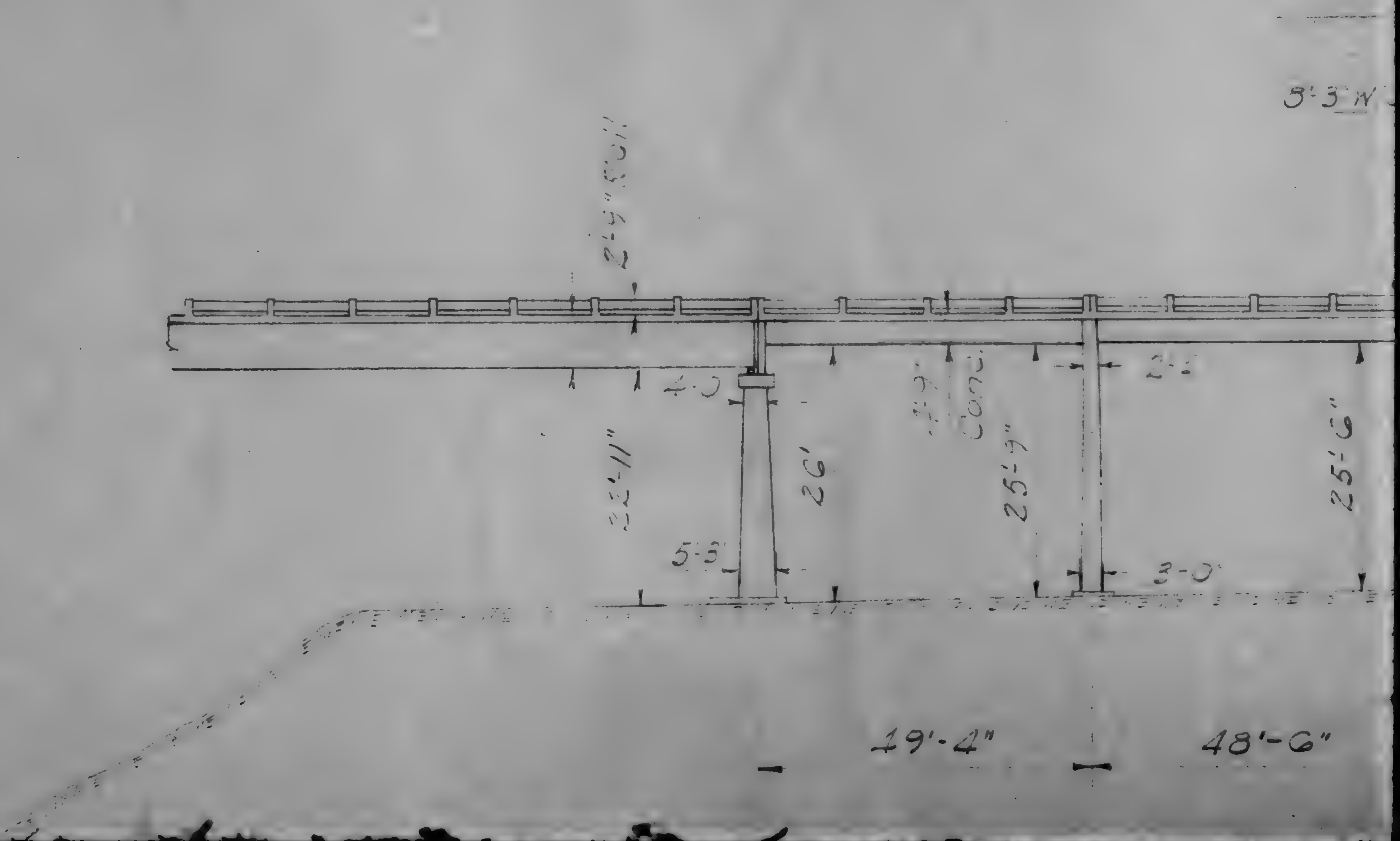
NOTE. Elevations shown in Orange are center line finished grade

SECTION "C-C"



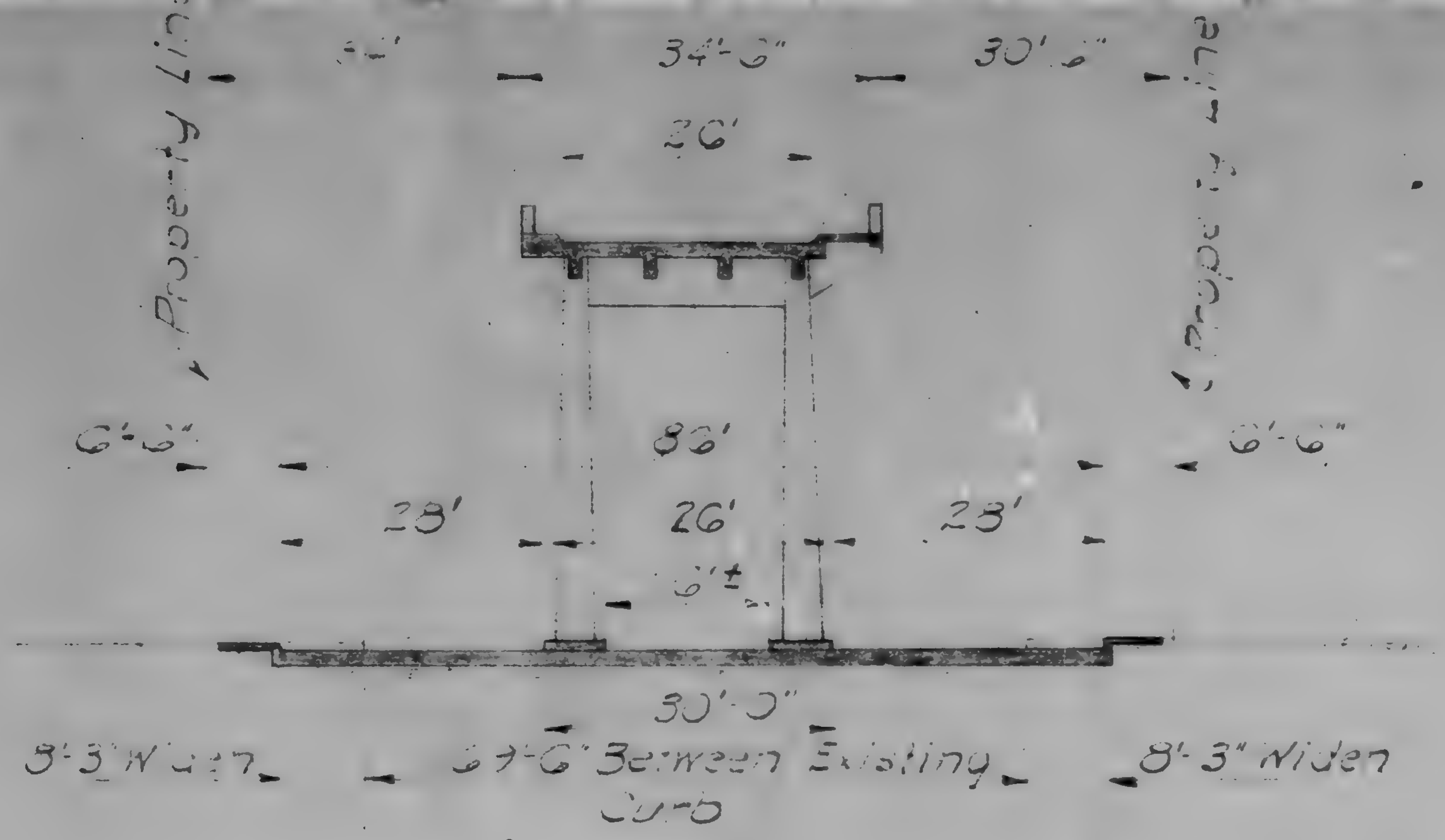
Note: Elevations shown in Orange are center line finished grade

NOTE: Elevations shown in Orange are center line finished grade

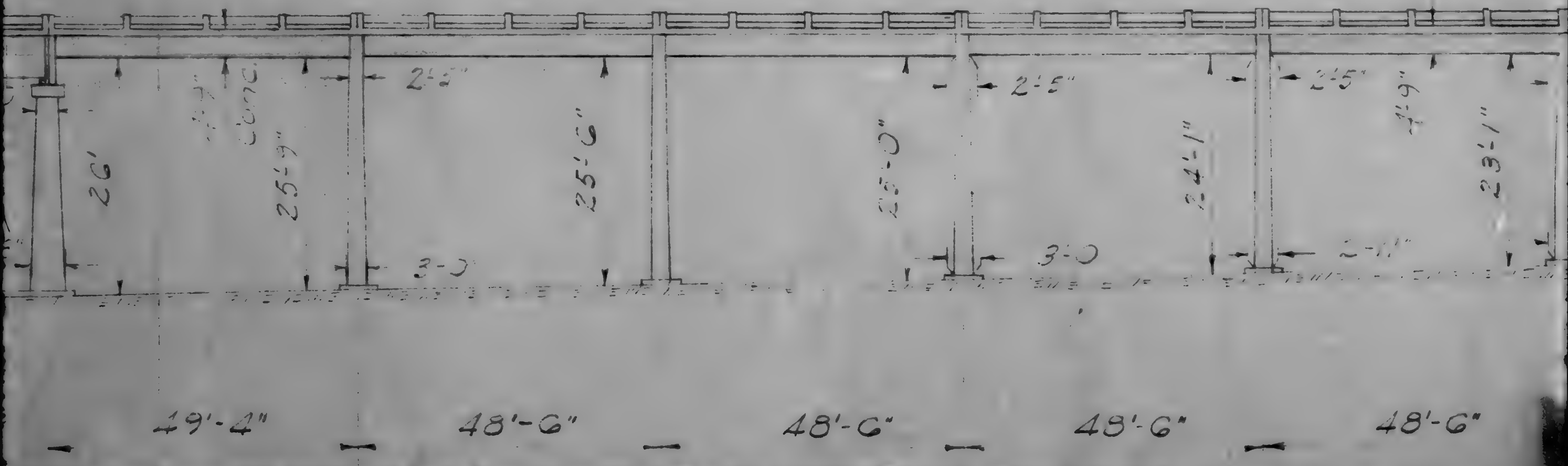


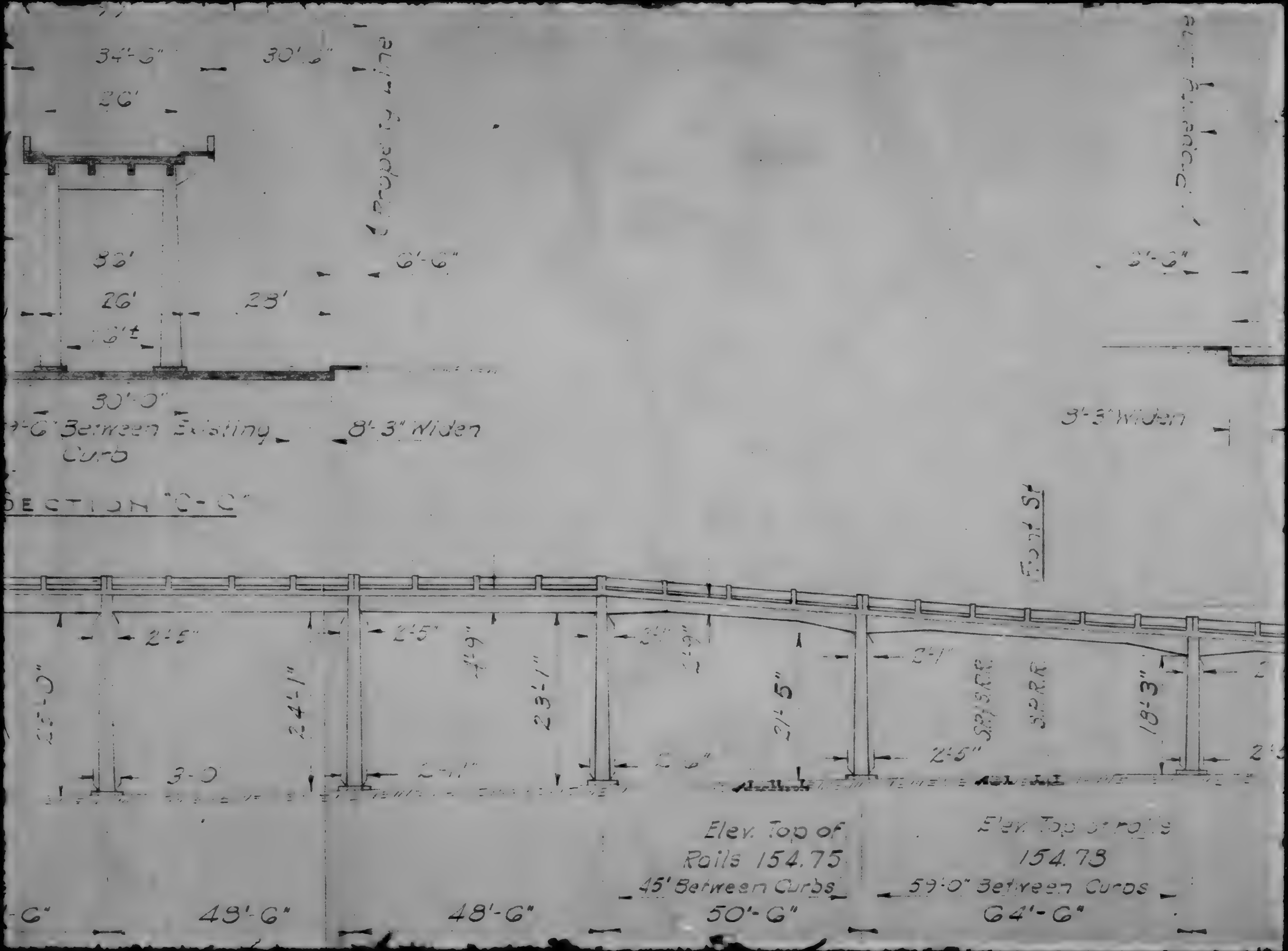
nge

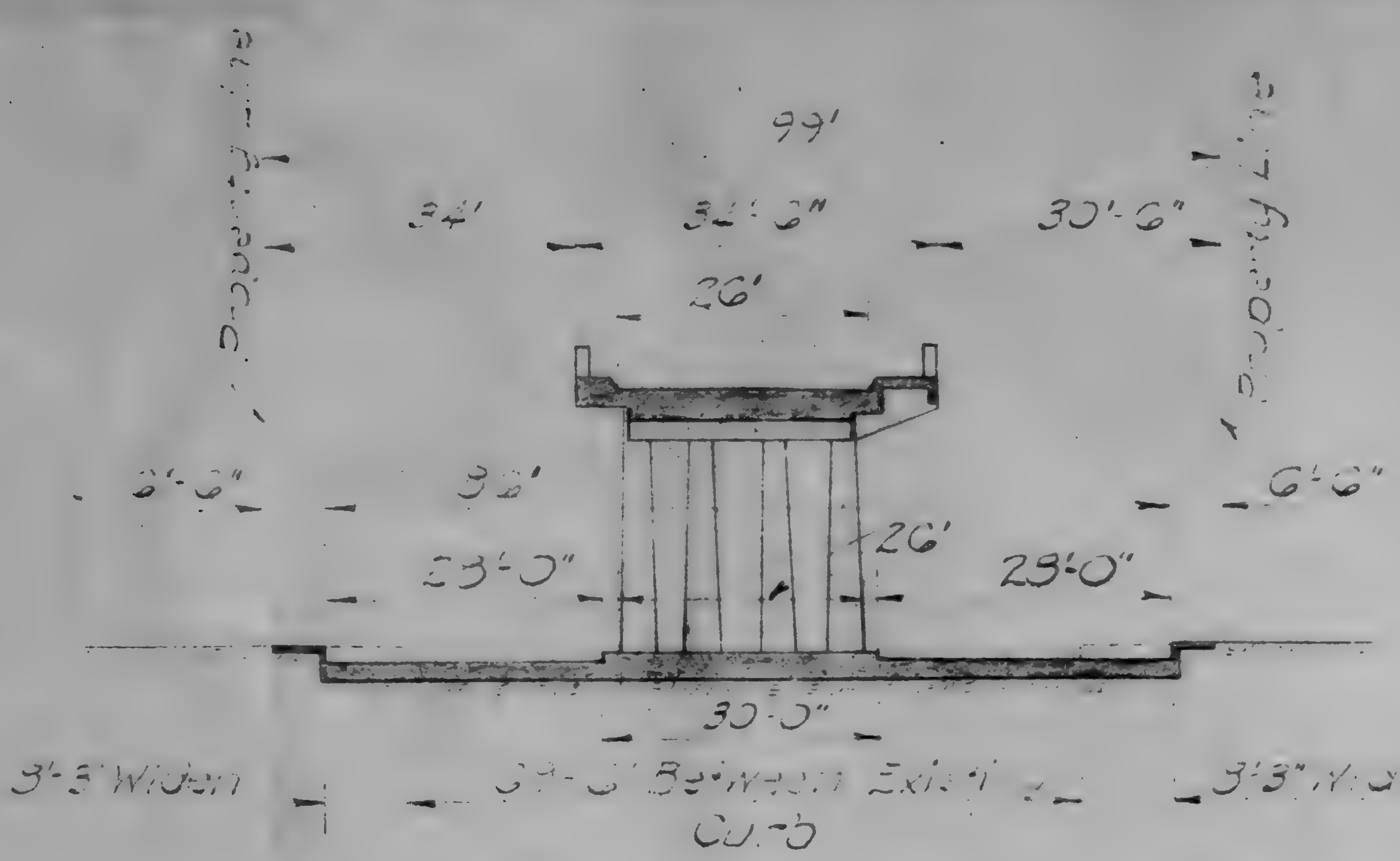
d grade



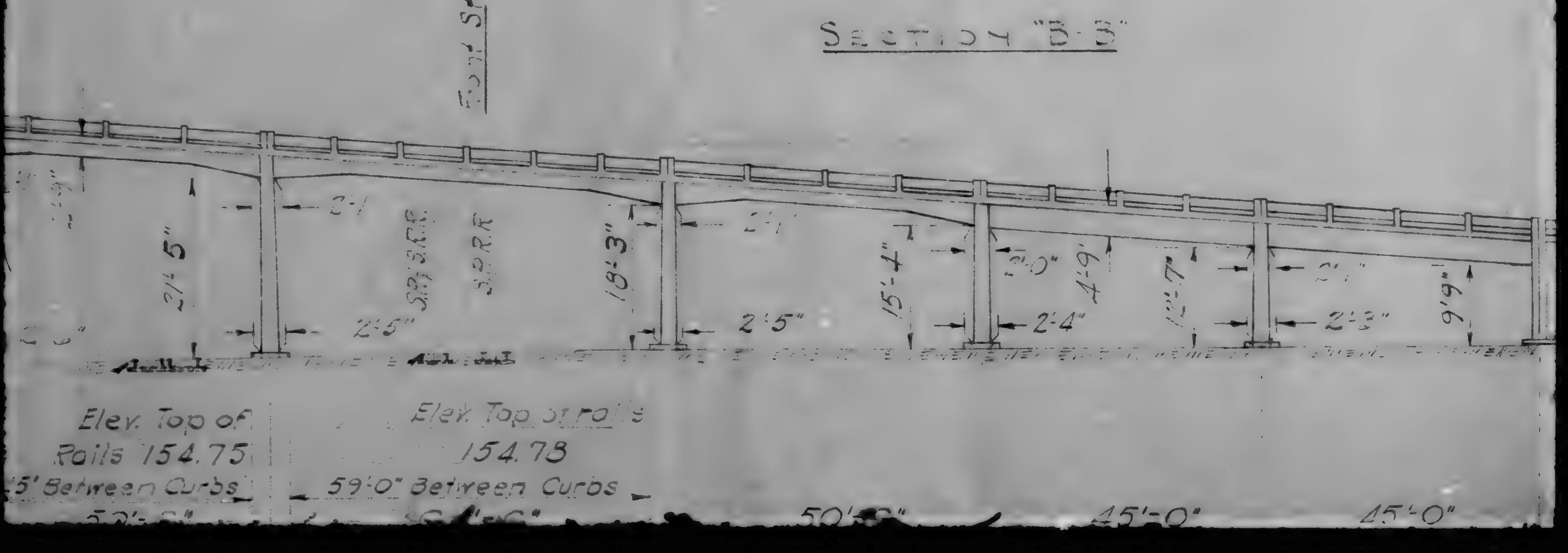
SECTION "C-C"

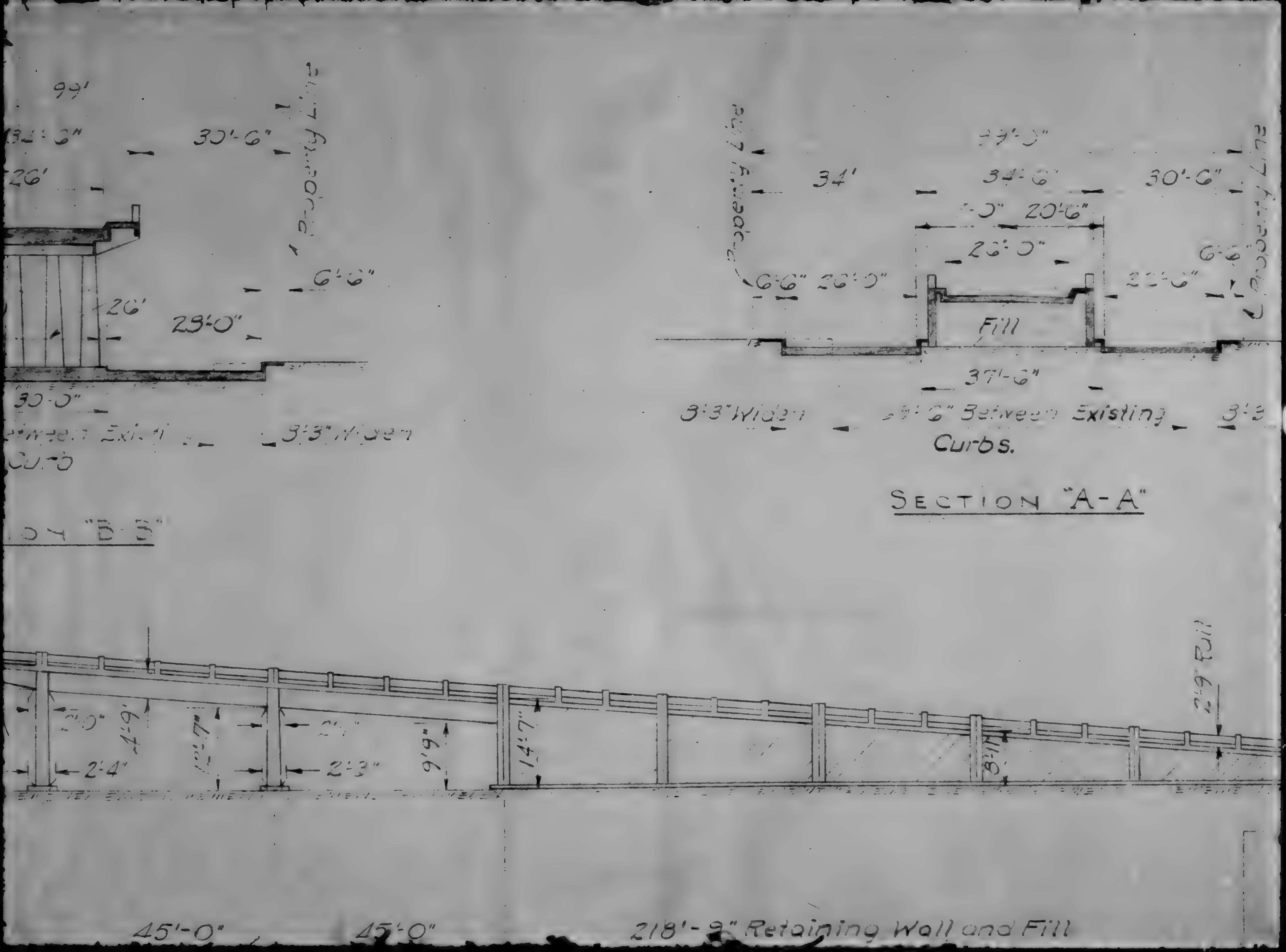


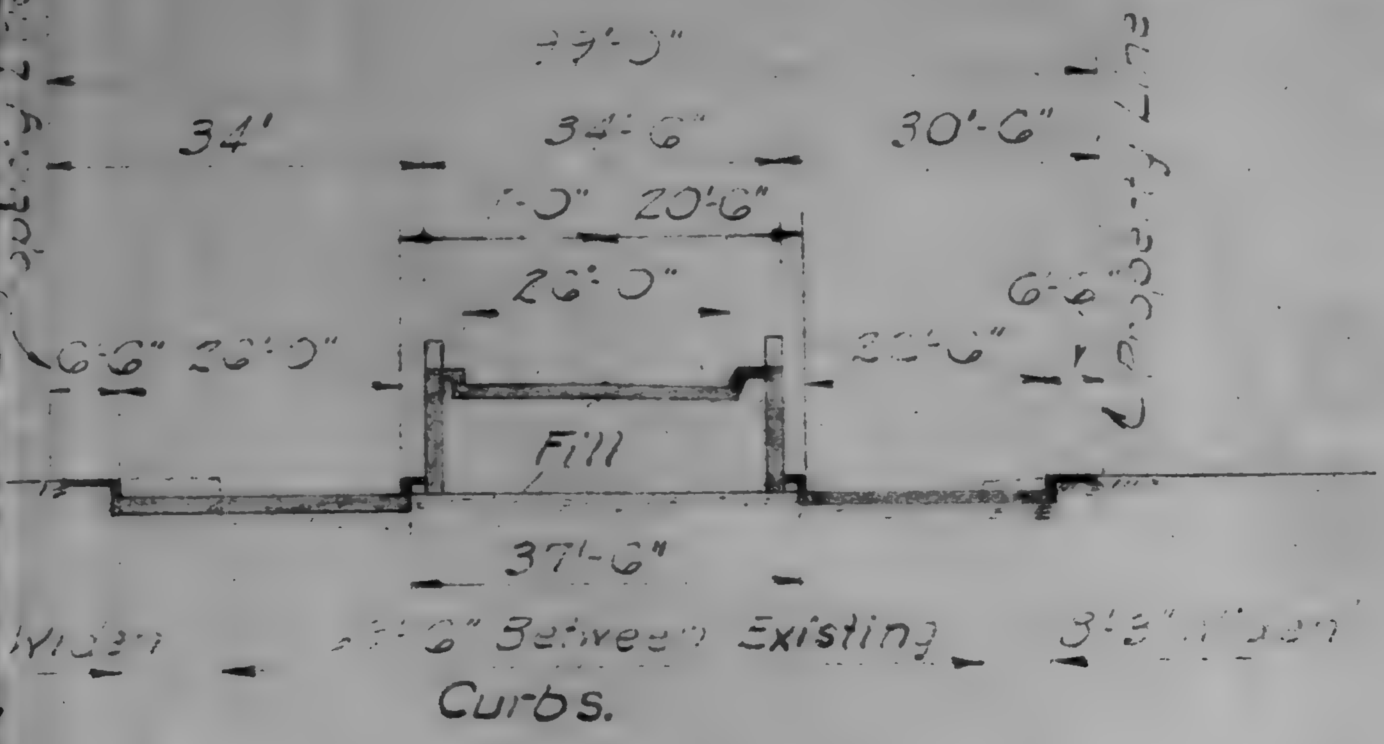

34'-6"
30'-6"
26'
℄ Property Line
36'
26'
28'
6'-6"
16't
30'-0"
-6" Between Existing Curb
8'-3" Widen
SECTION "C-C"
3'-3" Widen
6'-6"
Property Line
Front St
2'-5"
2'-5"
4'-9"
2'-9"
2'-1"
25'-0"
24'-1"
23'-1"
21'-5"
18'-3"
3'-0
2'-1"
2'-6"
2'-5"
2'-5"
S.P. & S.R.R.
S.P.R.R.
Elev. Top of Rails 154.75
Elev. Top of Rails 154.73
45' Between Curbs
59'-0" Between Curbs
-6"
48'-6"
48'-6"
50'-6"
64'-6"


Property Line
99'
34'
32'-6"
30'-6"
Property Line
26'
6'-6"
33'
6'-6"
29'-0"
26'
29'-0"
30'-0"
3'-3" Widen
59'-0" Between Existing Curbs
3'-3" Widen

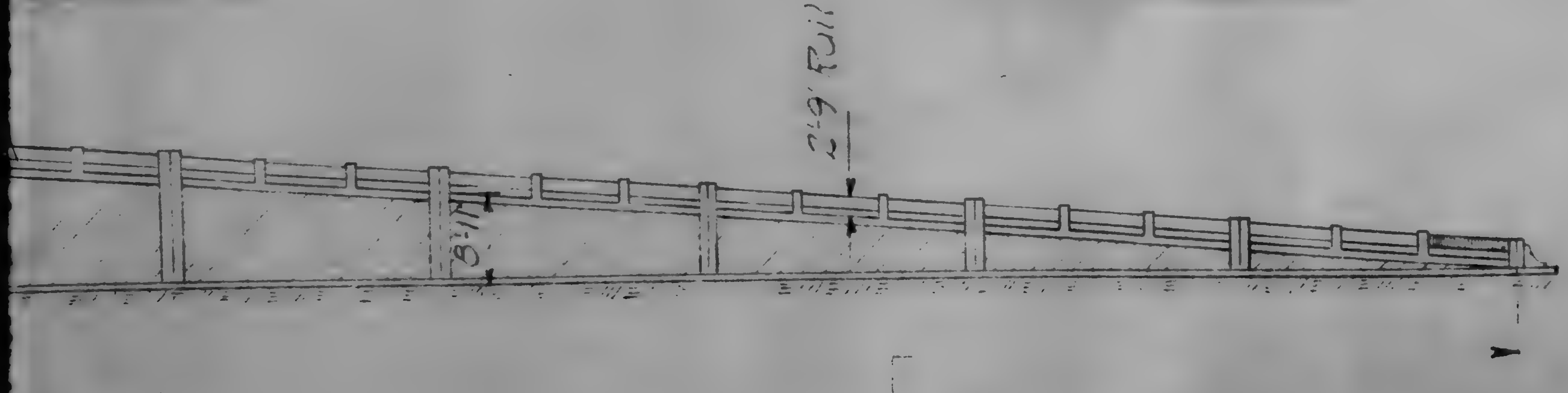
SECTION "B-B"


Front St
2'-9"
21'-5"
2'-1"
S.P.&S.R.R.
S.P.R.R.
2'-5"
18'-3"
2'-1"
2'-5"
15'-4"
2'-0"
4'-9"
2'-4"
12'-7"
2'-1"
2'-3"
9'-9"
Elev. Top of Rails 154.75
55' Between Curbs
Elev. Top of rails 154.78
59'-0" Between Curbs
50'-6"
45'-0"
45'-0"

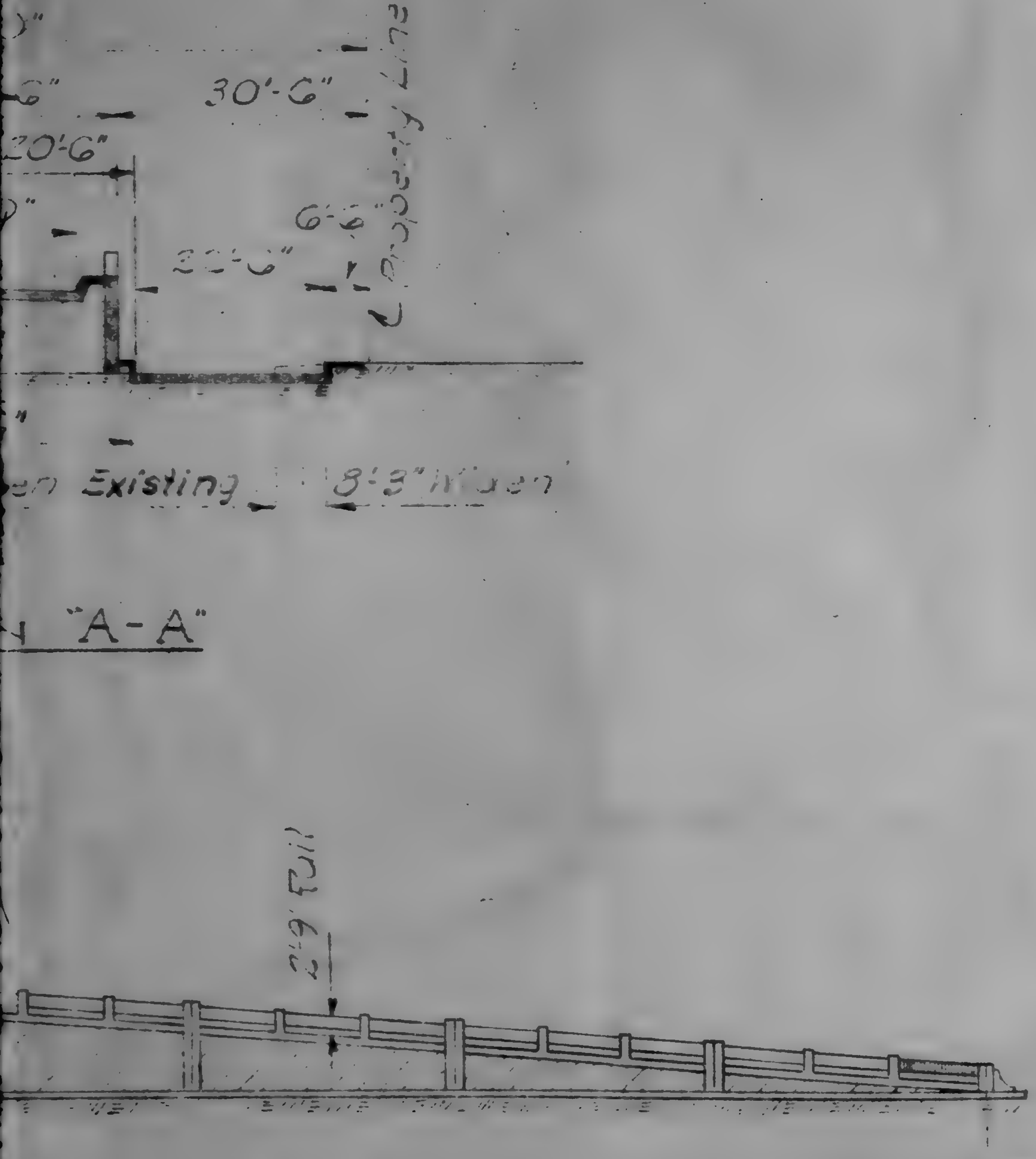

99'
32'-6"
30'-6"
Property Line
26'
26'
6'-6"
29'-0"
30'-0"
Between Existing Curbs
3'-3" Widen
Section "B-B"
99'-0"
Property Line
34'
34'-6"
30'-6"
20'-6"
26'-0"
6'-6"
6'-6"
26'-0"
20'-6"
Fill
37'-6"
3'-3" Widen
Between Existing Curbs.
3'-3"
Section "A-A"
2'-0"
1'-9"
2'-4"
12'-7"
2'-3"
9'-9"
14'-7"
8'-11"
2'-9" Rail
45'-0"
45'-0"
218'-9" Retaining Wall and Fill

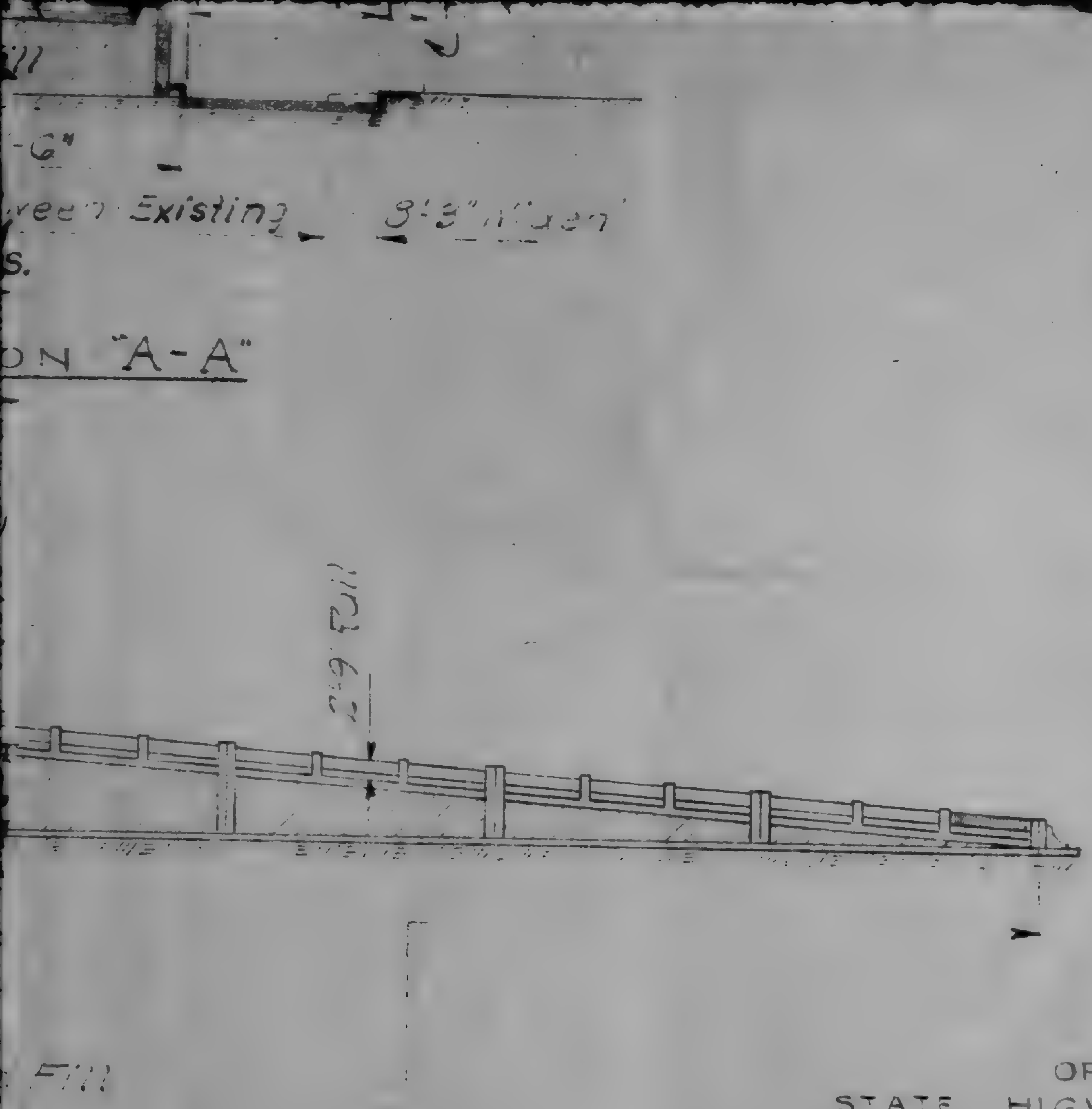


SECTION "A-A"



OREGON


30'-6"
20'-6"
6'-6"
30'-6"
Property Line
en Existing
8'-3" Widen
"A-A"
2'-9" Rail

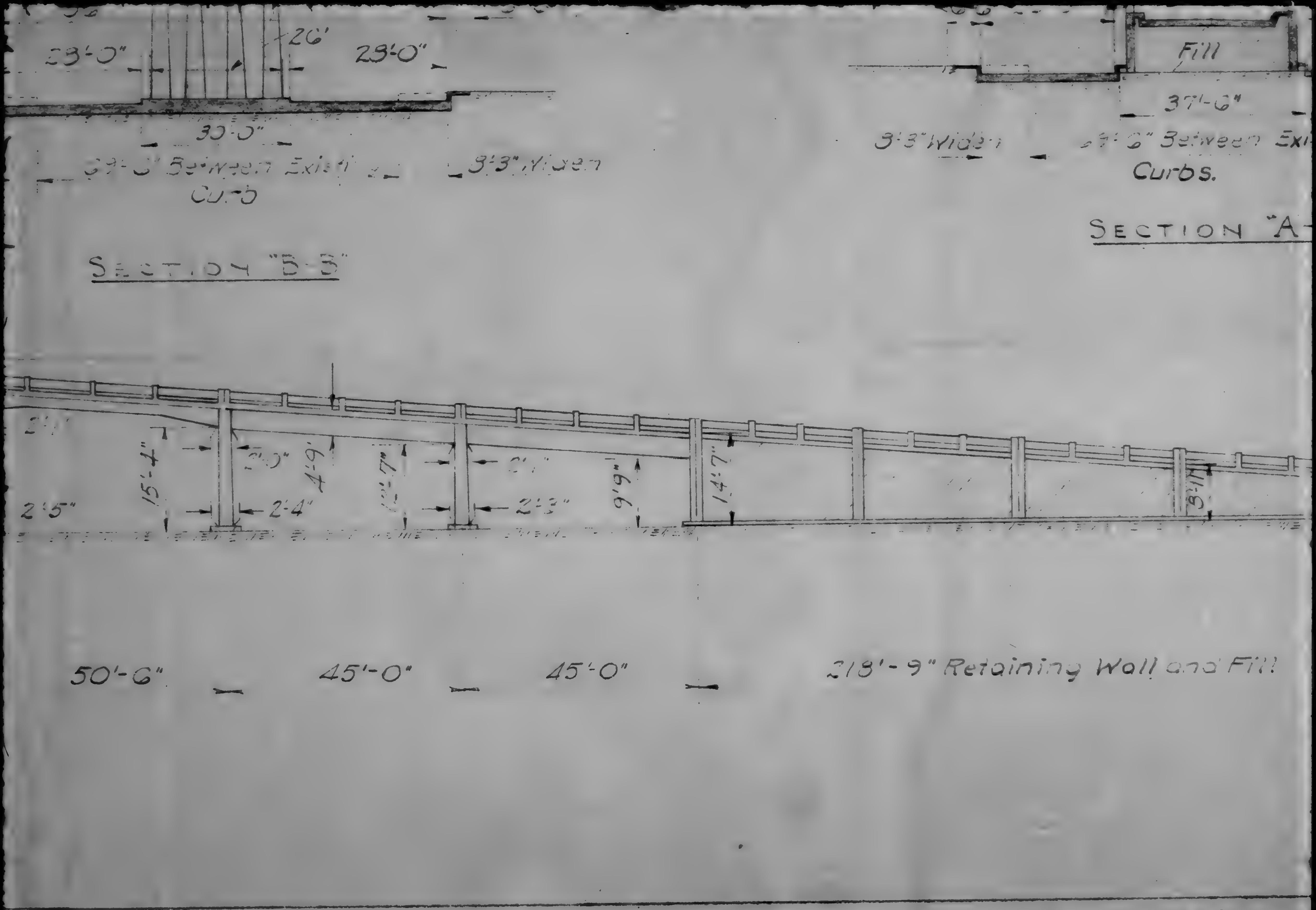


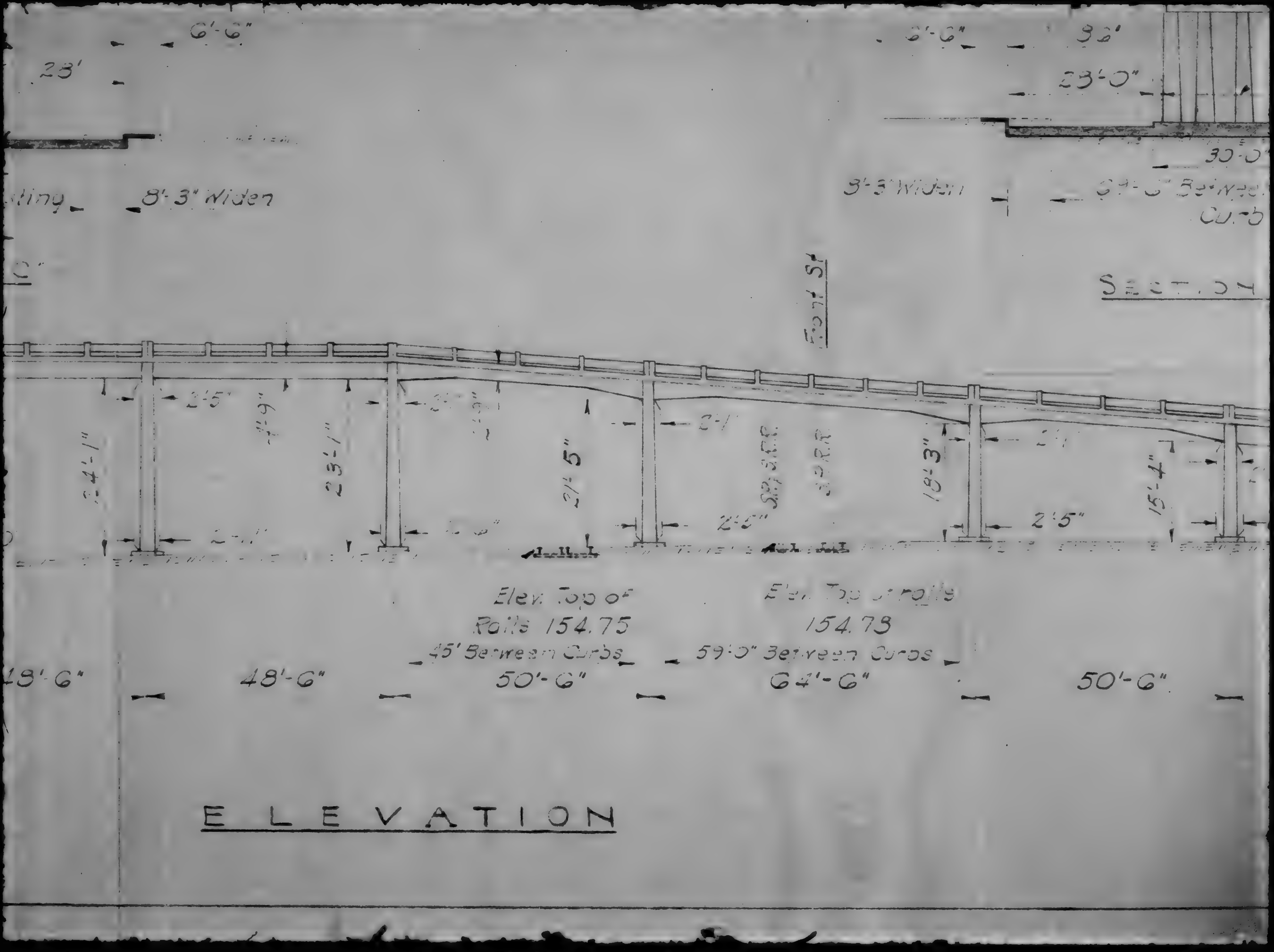
OREGON
STATE HIGHWAY COMMISSION

EAST APPROACH
TO CENTER STREET BRIDGE

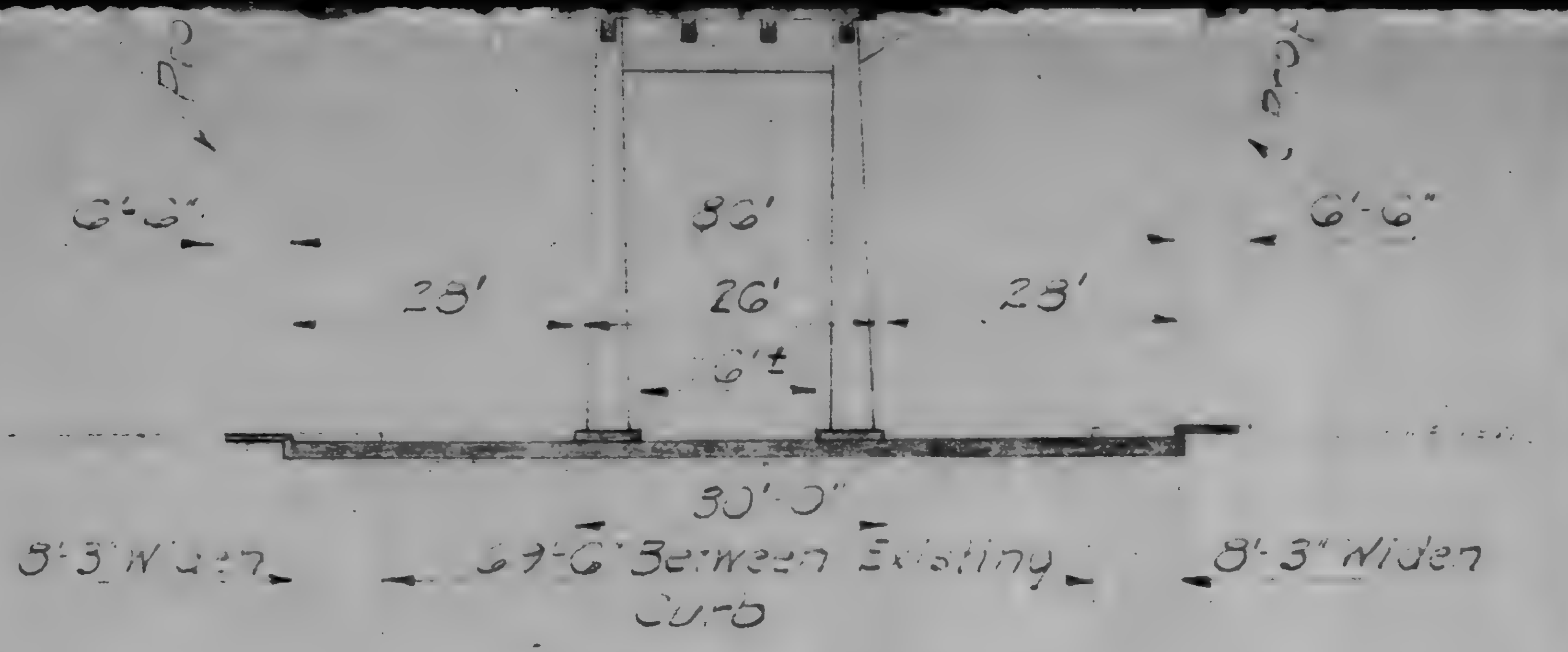
MARCH 6, 1952

SHEET 1 OF 1
BRIDGE NO 123A
DWG. NO. 1-D-2

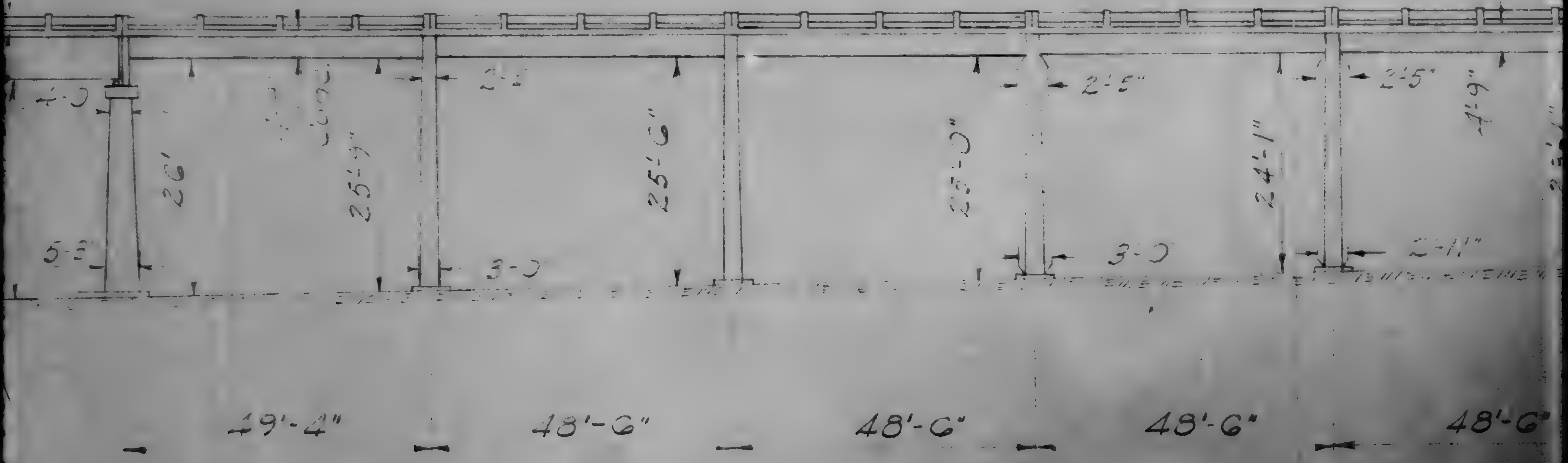

23'-0"
26'
23'-0"
30'-0"
39'-3" Between Existing Curb
3'3" Widen
Fill
37'-6"
3'3" Widen
39'-6" Between Exi
Curbs.
SECTION "A-
SECTION "B-B"
2'5"
15'-4"
2'-0"
2'-4"
4'-9'
12'-7"
2'-3"
9'9"
14'-7"
3'-11"
50'-6"
45'-0"
45'-0"
218'-9" Retaining Wall and Fill


6'-6"
23'
6'-6"
32'
23'-0"
30'-0"
8'-3" Widen
8'-3" Widen
59'-0" Between Curbs
Front St
SECTION
2'-5"
4'-9"
24'-1"
23'-1"
21'-5"
2'-1"
SP. & S.R.R.
S.P.R.R.
18'-3"
15'-4"
2'-5"
2'-5"
Elev. Top of Rails 154.75
Elev. Top of rails 154.78
45' Between Curbs
59'-0" Between Curbs
48'-6"
48'-6"
50'-6"
64'-6"
50'-6"
ELEVATION

in Orange
finished grade

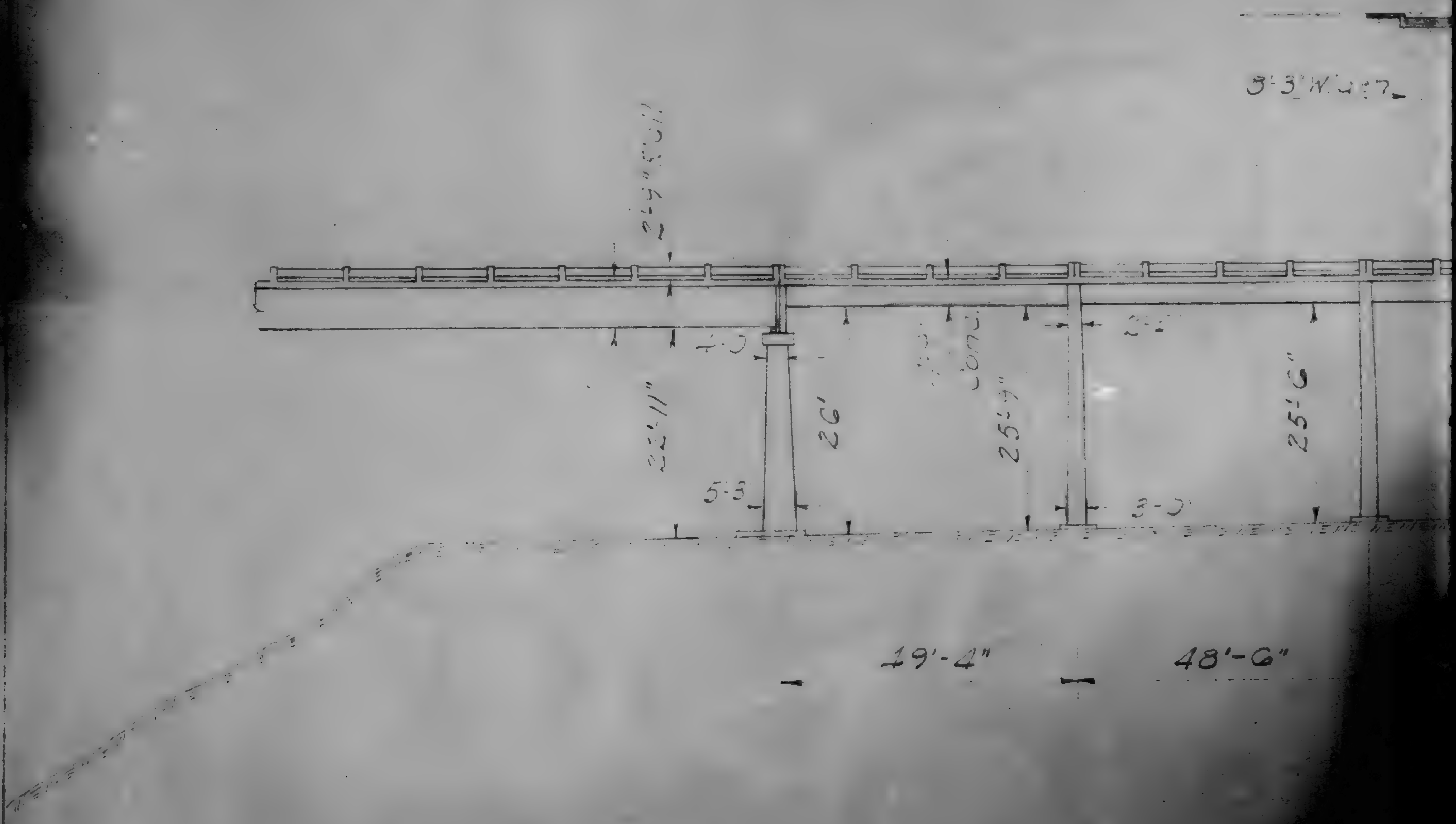


SECTION "C-C"



ELE

NOTE: Elevations shown in Orange are center line finished grade



[illegible]-1015 Service Creek-Kimberly Sec. 1952
of the John Day Highway intermit-
tent between Service Cr. & Kimberly.
#2763

RECEIVED
[illegible] FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 20, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
X 3768	6-final	P. C. KNOX	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2772	R-60448	1$104.20	2/19/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: None

Completion Date: Nov. 30, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-25-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

A. A. Wicklander

RECEIVED
FEB [illegible] 1953
FOR FILING

5-1015

[illegible]

February 6, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 3768 for roadbed widening on the Service Creek-Kimberly Section of the John Day Highway in Wheeler and Grant Counties was completed by the contractor, P. C. Knox, on November 30, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $1,104.20 will be released to the contractor on or after February 16, 1953. The total contract amount is $36,806.70, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

25-1015

[illegible]

January 27, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to P. C.Knox in connection with contract No. 3768, for roadbed widening on the Service Creek-Kimberly Section of the John Day Highway in Wheeler and Grant Counties.

This payment, in the amount of $1,866.48, will be released to the contractor on or after February 6, 1953. The retained percentage is $1,104.20.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

1-27-53

ECEIVED

FOR FILING

25-1015

3768

December 12, 1952

Glens Falls Indemnity Company
Pacific Coast Dept
6th Floor Mills Tower
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to P. C. Knox a portion of the funds heretofore retained by the Commission on contract No. 3768, covering Roadbed widening on the Service Creek-Kimberly Section of the John Day Highway in Wheeler and Grant Counties.

This payment, in the amount of $8,131.65, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,046.48. The present payment will be released to the contractor on or after December 22, 1952.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

12-12-52

Form E-1—10M—11-51

35-1015

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 6, 1952

Section Service Creek - Kimberly

Kind of work Roadbed Widening

Highway John Day

Section prefix 35-1015

Contractor P.C. Knox

Contract number 3768

Date of contract July II, 1952

Date of completion II/30/52, 19

Date work started August 5, 1952

Estimated date of completion Dec. I 1952

Amount of contract $ 35,295.00

Per cent of time elapsed Ioo %

Estimated cost of completed project, exclusive of engineering $ 34,882

Per cent of contract completed, based on total contract price 98.83 %

Engineering cost to date $ 2286, 5.9 %

Date project was completed Dec. I 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor completed his work Monday.

NOTED
H. G. SMITH

RECEIVED
DEC 8 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.37				
Miles partially completed					
Miles completed	3.37				
Total estimated quantities	Shovel 900 hr. Dozer 100 hr. Trucks 3600 hr. Compressor 100 jack hammers 200 hr. Explosives 4000 lb.				
Estimated quantities moved or placed to date	Shovel 900 hr. Dozer 9 hr. Trucks 3834 hr. Compressor 174 hr. Jackhammers 348 hr. Explosives 4400 lb.				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	I				
Hours per shift	IO				
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 5 1952
FOR FILING

3768

August 4, 1952

Mr. P. C. Knox
310 E. Hereford Street
Gladstone, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3768, which was awarded to you on July 11, 1952 by the State Highway Commission, covering Roadbed Widening on the Service Creek-Kimberly Section on the John Day Highway in Wheeler and Grant counties, Oregon. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

Mr. P. C. Knox
310 East Hereford
Gladstone, Oregon

Dear Mr. Knox:

The State Highway Commission on July 11, 1952 awarded to you State Highway Contract No. 3768 for embankment widening on the Service Creek-Kimberly Section of the John Day Highway in Wheeler and Grant Counties. This award was based on your bid of $55,295.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa

24-5901 Summer St. (Chemeketa St.- 1952
Center St.) Grading & Paving
#3769 Proj. Btwn. Chemeketa & Center

RECEIVED
FOR FILING

[illegible]

[illegible]

August 14, 1953

5840

Mr. Roy Mills, Secretary
Oregon State Board of Control
Salem, Oregon

Dear Mr. Mills:

With the receipt of your letter of August 5, listing the various items of cost of the landscaping on the Capitol Mall, we were able to make a final statement of cost of the entire improvement.

A detailed cost statement has been compiled of all expense of this Department in its Contract No. 3769 for grading and paving of East and West Summer Streets between Chemeketa and Center. Copies of this statement together with our invoice amounting to $11,771.28 are attached hereto. In accordance with prior understanding the entire cost of grading, paving and landscaping was to be divided evenly between the Highway Department and the State Board of Control.

Very truly yours,

R. H. Baldock
Oregon State Highway Engineer

Encl.

LEP:eg

Form A-1[illegible]X—10M—8-53

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No. 30080

Date Aug. 18, 1953

Your Req. No.

Billing Request No. OX 5824

Credit distribution: See Below

Oregon State Board of Control
Salem, Oregon

Payment due the State Highway Department to adjust final distribution of cost in connection with the paving of East and West Summer Street between Center Street and Chemeketa Street and the landscaping of the area, in accordance with your request of May 12, 1952.

Total cost of grading and paving under State Highway Contract No. 3769, as per attached	$46,648.91	
Total cost of landscaping by State Board of Control as per attached letter of August 5, 1953	23,106.35	
Total cost of improvement	$69,755.26	
50 per cent to be paid by State Board of Control		$34,877.63
Credit for amount expended for landscaping		23,106.35
Balance due State Highway Department		$11,771.28

Credit: 24-5901-291 - $11,591.65
7939-533 - 179.63

State Printing 66065

OREGON STATE HIGHWAY DEPARTMENT

FINAL COST STATEMENT

SUMMER STREET (CHEMEKETA ST.-CENTER ST.)

State Contract No. 3769. Contractor Warren Northwest, Inc. Grading and paving. Started work July 23, 1952. Completed October 7, 1952.

Contract Items

Clearing and grubbing	100%	all	at $7,500.00	$ 7,500.00
Removal of pavement and walks	4,303.2	sq. yd.	1.25	5,379.00
Removal of curbs	1,403.8	lin. ft.	.50	701.90
Removal of catch basins	2	each	15.00	30.00
Structural excavation	121.41	cu. yd.	4.00	485.64
General excavation	3,283.9	cu. yd.	1.50	4,925.85
Finishing and shaping	100%	all	500.00	500.00
12" sewer pipe	321	lin. ft.	2.00	642.00
Concrete catch basins	5	each	75.00	375.00
Concrete curbs	69.535	cu. yd.	43.00	2,990.01
4" concrete walks	1,075.24	sq. yd.	3.50	3,763.34
3" - 0 material in base	1,826.0	cu. yd.	1.75	3,195.50
3/4" - 0 material in base	284.0	cu. yd.	3.25	955.50
Sprinkling	52.0	M-gal.	2.75	143.00
Furnishing and placing RS-2 emulsified asphalt	10.49	ton	45.00	472.05
Class "B" asphaltic concrete	1,240.745	ton	6.50	8,064.84
P.A. #1, Adjust cleanout boxes	2	each	10.00	20.00
P.A. #2, 4" galvanized water pipe	98	lin. ft.	2.65	259.70
P.A. #2, 6" cast iron water pipe	75	lin. ft.	5.65	423.75
P.A. #3, Cement adjustment	18.31	bbl.	3.70	(-)67.75
Extra work hauling away unsuitable backfilling material				2,332.26
		Total payment to contractor		$43,091.59
Surveys and construction engineering				4,557.32
Credit for riprap materials transferred to Salem Bridge approach fills				(-)1,000.00
		Total cost of project		$46,648.91

Date: August 7, 1953

ASSIGNMENT

No. 5840
By RHB

Description: Letter 8-5-53 from Roy H. Mills re landscaping of Capitol Mall, listing expenses paid by Board of Control

Acknowledged by ______ Referred to ____ PROBERT ←

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature
xx Please prepare an answer to this.

Assignment executed 8-18-53 Report received ________

Remarks:

OREGON STATE BOARD OF CONTROL
SALEM

OFFICE OF SECRETARY

MEMBERS
PAUL L. PATTERSON . . GOVERNOR
EARL T. NEWBRY SECRETARY OF STATE
SIG UNANDER . . STATE TREASURER
ROY H. MILLS . . . . SECRETARY

August 5, 1953

Mr. R. H. Baldock
State Highway Engineer
Highway Building
Salem, Oregon

Re: Landscaping of Capitol Mall

Dear Mr. Baldock:

We have now completed all of the work in connection with the landscaping of the Capitol Mall between the State Highway Building and the west half of Lot 82.

We list below the expenses paid by the Board of Control in connection with this landscaping:

Contract with Western Golf Course Supply Co.	$17,885.00
Change Order #1 Extra top soil	1,775.00
#2 Trimming trees	109.25
#3 Remove Horse Chestnut	80.50
#4 Install curb and gutter in alley in Block 82 and move irrigation line	1,519.83
	$21,369.58
Less Change Order #5-Unsuitable Soil	160.00
Amount Paid to Contractor	$21,209.58
Fee of David T. Thompson, Landscape Architect	1,896.77
Total Cost of Project	$23,106.35

Under our agreement the State Highway Department and the Board of Control were to divide the expense of developing the Mall on an equal basis.

Will you please render an invoice for the portion of the work that was paid by the State Highway Commission, after giving us credit for the work listed above, and we will make payment of a sum that will bring the contribution of the Board of Control up to one-half of the total.

Very truly yours,

Roy H. Mills

Secretary

LA

RECEIVED
AUG 6 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 1952
FOR FILING

24-5901

3769

June 19, 1952

Mr. Roy H. Mills, Secretary
Oregon State Board of Control
CAPITOL

Dear Mr. Mills:

At the last meeting of the State Highway Commission, Mr. Baldock presented your letter of May 12 in which you requested the services of Mr. C. W. Parker to assist in the sale, by the auction method, of three houses purchased in the capitol zone.

I believe that you have already been advised of the Commission's action on your request, but just so that your records will be complete, I might state that the Commission unanimously approved it.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

RECEIVED
JUN 3 1952
FOR FILING

May 14, 1952

Oregon State Highway Commission

Gentlemen:

Mr. Roy H. Mills, Secretary of the Oregon State Board of Control, has asked that the services of Mr. G. W. Parker be loaned to assist in the selling at auction of the three houses purchased in the capitol zone, on account of his experience in this type of work.

I would recommend that approval be granted.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

OREGON STATE BOARD OF CONTROL
SALEM

OFFICE OF SECRETARY

MEMBERS
DOUGLAS MCKAY . . . GOVERNOR
EARL T. NEWBRY
SECRETARY OF STATE
WALTER J. PEARSON
STATE TREASURER
ROY H. MILLS . . . . SECRETARY

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

In connection with the clearing of ground on the East half of Block 82, City of Salem, for the division of Summer Street, we wish to sell and have removed the three houses remaining on that half Block.

We now have title to the house at 855 Chemeketa Street which is occupied by a division of the State Department of Education. They will be asked to vacate as soon as possible, and we believe this house can be sold to be removed intact from the premises. We also have title to the house at 351 North Summer Street which was purchased from Judge James T. Brand and which we expect to be vacated within the next two weeks.

We are now in the process of closing the purchase of the Stiff property at 385 North Summer Street, and this deal should be closed within the next two weeks. As soon as this last title is obtained, and the three properties are vacated, we would like to ask your assistance in selling and removing the houses. Mr. Claire Parker has had considerable experience in the sale of such houses and we would like to ask his assistance in selling these houses at auction.

Very truly yours,

Roy H. Mills
Secretary

RHM:dj
cc: Mr.C.Parker

RECEIVED
MAY 13 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3769	4-final	WARRREN NORTHWEST, INC.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4651	R-62497	$ 1,165.84	March 20, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1952

Time Extensions: Extended to Oct. 15, 1952 without penalty

Completion Date: Oct. 7, 1952

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-23-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: a.a. Wicklander

By Floyd Query
Acting Secretary

3-24-53

RECEIVED
[illegible] 1953
FOR FILING

24-571

3769

March 6, 1953

United States Guarantee Co.
90 John Street
New York 7, New York

Gentlemen:

State highway contract No. 3769 for work performed on Summer St. (Chemeketa St.-Center St.) in the City of Salem in Marion County was completed by the contractor, Warren Northwest, Inc. on October 7, 1952 and was formally accepted by the Commission on October 20, 1952.

Final payment in the amount of $1,165.84 will be released to the contractor on or after March 16, 1953. The total contract amount is $43,091.59, of which amount $2,332.26 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - United States Guarantee Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland, 4, Oregon

NOTED ON CARD
3-6-53
m

RECEIVED
OCT 30 1952
FOR FILING

[illegible]

3769

October 29, 1952

United States Guarantee Co.
90 John Street
New York 7, New York

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. on contract No. 3769 covering grading and paving on Summer St. (Chemeketa St.-Center St.) in the City of Salem in Marion County. This payment in the amount of $21,560.82 will be released to contractor on or after November 7, 1952. The retained percentage is $1,296.67.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rw

cc - United States Guarantee Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.,
Portland, Oregon (4)

NOTED ON CARD

10-29-52 rw

Form E-1—10M—4-51

24-5901

K

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 18, 1952

Section Summer St. (Chemeketa St. & Center St.)

Kind of work Grading & Paving

Highway City Streets

Section prefix 24-5901 - 900

Contractor Warren Northwest Inc.

Contract number 3769

Date of contract July 11, 1952

Date of completion Sept. 15, 1952

Date work started July 23, 1952

Estimated date of completion Oct. 7, 1952

Amount of contract $39,970.00

Per cent of time elapsed 131.94 %

Estimated cost of completed project, exclusive of engineering $43,222.42

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $4,067.87, 121.73 %

Date project was completed Oct. 7, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Worked on Semi-Final most of week. Sent Estimate and Data to Division Office Thursday Oct. 16th.

Ferguson on Exchange time all week.
Mohney " " " Thursday and Friday.
Schuberg " " " 2½ days. and 2½ days Vacation time.
Wolfe " " " 3 days.

Ferguson, Schuberg and Wolfe will return to work Oct. 27th.

NOTED
H. G. SMITH

RECEIVED
OFFICE OF
[illegible]

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%, ... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM.						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 9 - 1952
FOR FILING

October 7, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 30 days, from September 15 to October 15, 1952, within which to complete your contract No. 3769 for grading and paving on the Summer Street (Chemeketa St.-Center St.) City Street Section in Salem.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

John F. McGee,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
SEP 5 1952
FOR FILING

September 3, 1952

Request for extension of time
No. 13
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Warren Northwest, Inc. for an extension of time on Contract No. 3769, Chemeketa Street-Center Street Section of the Capitol Mall, from September 15, 1952 to October 15, 1952.

Before too much work could be done on this contract, it was necessary that some of the buildings be removed from the area. The contractor was held up for quite awhile because of failure of other parties to remove the buildings.

Since this delay was not the fault of the contractor, I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
AUG 6 1952
FOR FILING

August 6, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3769, which was awarded to you on July 11, 1952 by the State Highway Commission, covering the Grading and Paving on Summer Street(Chemeketa St.-Center St.) in city of Salem in Marion County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-6-52

RECEIVED
AUG 6 1952
FOR FILING

August 6, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3769, which was awarded to you on July 11, 1952 by the State Highway Commission, covering the Grading and Paving on Summer Street(Chemeketa St.-Center St.) in city of Salem in Marion County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-6-52

RECEIVED
AUG 6 1952
FOR FILING

34 1 1

3769

August 5, 1952

Mr. Robert W. Sawyer, Chairman
Capitol Planning Commission
Bend, Oregon

Dear Mr. Sawyer:

Pursuant to your letter of July 30, advise that the request for the inclusion of the paved parking strip between West Summer and the alley in Block 82 was made orally by Roy H. Mills, Secretary of the Board of Control, as stated in the attached letter from Mr. Mills.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosure

OREGON STATE BOARD OF CONTROL
SALEM

OFFICE OF SECRETARY

MEMBERS
DOUGLAS MCKAY, GOVERNOR
EARL T. NEWBRY
SECRETARY OF STATE
WALTER J. PEARSON
STATE TREASURER
ROY H. MILLS
SECRETARY

August 4, 1952

R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Re: Parking Area

Dear Mr. Baldock:

I have been advised by telephone that there appears to be some question regarding the inclusion of the parking area along the alley in Block 82 in the plans for the division of Summer Street and creation of East and West Summer.

Probably my first letter requesting you to proceed with these plans and specifications did not specifically mention the parking area, but by telephone the same date I advised you that it was the wish of the Board of Control to include the parking area in your plans.

Of course, this matter is now a dead issue since we later notified you to eliminate the parking as requested by the Capitol Planning Commission.

Very truly yours,

Roy H Mills

Secretary

RHM:mh

CAPITOL PLANNING COMMISSION
SALEM, OREGON

HERMAN BROOKMAN
PORTLAND
DEAN GEORGE W. GLEESON
CORVALLIS
DEAN SIDNEY W. LITTLE
EUGENE
MISS ELIZABETH LORD
SALEM
MILTON L. MEYERS
SALEM

ROBERT W. SAWYER
CHAIRMAN - BEND
PAUL B. WALLACE
VICE-CHAIRMAN - SALEM
C. A. McCLURE
SECRETARY - SALEM

July 30, 1952

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

Thank you for your letter of 28 replying to the inquiry that I addressed to Mr. Chandler on July 19 .

I have at hand a copy of a request of the Board of Control dated May 12 requesting the Highway Commission to proceed with the Summer Street changes but find in it no reference to paving the strip between west Summer and the alley in Block 82. I gather that there was an additional request of the Board of Control covering this latter item and should be grateful for a copy for my files.

Sincerely yours,

Robert W. Sawyer

Robert W. Sawyer
Chairman
Capitol Planning Commission

RWS;ms

RECEIVED
JUL 31 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 30 1952
FOR FILING

July 28, 1952

Mr. Robert W. Sawyer, Chairman
Capitol Planning Commission
Bend, Oregon

Dear Mr. Sawyer:

The Honorable Ben R. Chandler, Chairman of the State Highway Commission, asked me to reply to your letter of July 19.

Please be advised that the request of the Board of Control, transmitted through Mr. Roy H. Mills, Secretary, included the item of paving the strip between West Summer and the alley in Block 82 which was included in our call for bids.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

1859

CAPITOL PLANNING COMMISSION
SALEM, OREGON

HERMAN BROOKMAN
PORTLAND
DEAN GEORGE W. GLEESON
CORVALLIS
DEAN SIDNEY W. LITTLE
EUGENE
MISS ELIZABETH LORD
SALEM
MILTON L. MEYERS
SALEM

ROBERT W. SAWYER
CHAIRMAN - BEND
PAUL B. WALLACE
VICE-CHAIRMAN - SALEM
C. A. McCLURE
SECRETARY - SALEM

July 19, 1952

Hon. Ben R. Chandler, Chairman,
State Highway Commission,
Salem, Oregon.

Dear Mr. Chandler:

Mr. Glaisyer writes me at your request to acknowledge receipt of my letter of July 5 and to inform me that the undertaking for reconstruction of Summer Street in the Capitol area in Salem was at the request of the State Board of Control.

My understanding is that the request of the Board of Control was for the work relating to Summer Street and the proposed East Summer and West Summer but did not cover the item of paving the strip between West Summer and the alley in Block 82 which was included in your call for bids.

So that I may be fully informed regarding this matter, I should be grateful if you will advise as to the inclusion of the item for paving the proposed parking strip.

Truly yours,

Robert W. Sawyer

Robert W. Sawyer
Chairman
Capitol Planning Comm.

RECEIVED
JUL 28 1952
OREGON
STATE HIGHWAY COMMISSION

RWS;ms
CC; Governor McKay

I do not know the
details - Please have Mr
Baldock call Mr Sawyer
+ explain the project
Ben

July 17, 1952

Mr. Robert W. Sawyer
c/o Bend Bulletin
Bend, Oregon

Dear Judge Sawyer:

Pursuant to your telephone request of this date, I hand you herewith a copy of a letter from Roy H. Mills, Secretary of the State Board of Control, to Mr. R. H. Baldock, State Highway Engineer, dated May 12, 1952, requesting construction of the Summer Street Project in the Capitol area in Salem.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

Judge Sawyer

May 26 number

page 44

July 15, 1952

Mr. Robert W. Sawyer
Chairman
Capitol Planning Commission
c/o Bend Bulletin
Bend, Oregon

Dear Judge Sawyer:

I have been requested by the Hon. Ben R. Chandler, Chairman of the State Highway Commission, to acknowledge receipt of your letter of July 5, 1952 regarding reconstruction of Summer Street in the Capitol area in Salem.

Mr. Chandler wishes me to inform you pursuant to a request from the State Board of Control, the Highway Commission advertised this project for bids to be received by the Commission on July 11, and that pursuant to the Commission's notice a satisfactory bid was submitted on that day, being that of Warren Northwest, Inc. in the amount of $39,970.00. The bid of Warren Northwest, Inc. in the amount of $39,970.00 was accepted by the Commission subject to the condition that the Oregon State Board of Control will concur in such acceptance. The Engineer was instructed to have a contract prepared and offer to said low bidder for execution upon the said concurrence of the Board of Control. The bids received have been referred to the State Board of Control for such action as it deems advisable.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Ben R. Chandler

The bid of Warren Northwest, Inc., in the amount of $______________ is accepted subject to the condition that the Oregon State Board of Control will concur in said acceptance, and the Engineer is instructed to have a contract prepared and offered to said low bidder for execution upon the said concurrence of the Board of Control.

OREGON STATE BOARD OF CONTROL
SALEM

OFFICE OF SECRETARY

MEMBERS
DOUGLAS MCKAY . . . GOVERNOR
EARL T. NEWBRY
SECRETARY OF STATE
WALTER J. PEARSON
STATE TREASURER

ROY H. MILLS . . . . SECRETARY

July 8, 1952

R. H. Baldock
State Highway Engineer
Highway Building
Salem, Oregon

Dear Mr. Baldock:

Re: Contract for Relocation of
Summer Street

My attention has been called to the fact that Robert W. Sawyer, Chairman of the Capitol Planning Commission has protested the immediate letting of a contract for the relocation of Summer Street on the grounds that this project has not been approved by the Commission.

I am sending you a copy of my letter addressed to Mr. George Neuner, Attorney General, giving a history of this development and the Board of Control feels that the project was really initiated by the Capitol Planning Commission and that we are carrying out their desires in the proposed improvement. We have always worked very closely with Mr. Sawyer and feel that there must be some misunderstanding on his part regarding the work to be accomplished.

It was the request of the Board of Control that you proceed with the preparation of plans and specifications for the relocation of Summer Street, dividing it into East and West Summer and the project was authorized by Chapter 363 Oregon Laws 1949.

Due to the fact that there might be a delay of one year if the contract is not awarded on July 11th, the Board of Control feels that it is very essential that the contract be awarded on that date and we again request that such action be taken.

Very truly yours,

Roy H Mills

Secretary

RHM:mh

cc - George Neuner
C. A. McClure
Governor McKay

OREGON STATE BOARD OF CONTROL
SALEM

OFFICE OF SECRETARY

MEMBERS
DOUGLAS MCKAY, GOVERNOR
EARL T. NEWBRY
SECRETARY OF STATE
WALTER J. PEARSON
STATE TREASURER
ROY H. MILLS
SECRETARY

July 8, 1952

Honorable George Neuner, Attorney General
Supreme Court Building
Salem, Oregon

Re: Relocation of Summer Street

Dear Mr. Neuner:

In compliance with your request, I wish to give you the following report on the project now being advertised for bids by the State Highway Commission, having to do with the closing of Summer Street as it now exists between the north line of Chemeketa Street and the south line of Center Street and the construction of East and West Summer as they are now in the block to the south.

I understand that Mr. Robert W. Sawyer, Chairman of the Capitol Planning Commission, feels that this specific project should have been submitted to that Commission for approval and I wish to assure you that we have always tried to cooperate very closely with Mr. Sawyer in these various matters having to do with the Capitol area.

Chapter 363, Oregon Laws 1949 authorized the Oregon State Board of Control to buy the balance of the property in Block 82, City of Salem, and to effect such street vacation and relocation in connection therewith as the Board may deem necessary.

Appropriation of $113,000 was made from the General Fund for the above job and an appropriation of $37,000 was made from the State Highway Fund, the latter being specifically marked for relocating and paving Summer Street and so forth.

Chapter 375 Oregon Laws 1949 established the Capitol Planning Commission as an advisory commission to the Board of Control and prescribed its duties, among which are the development of the Capitol area and the making of recommendations to the Board of Control regarding the location of buildings and so forth.

I have before me a copy of the minutes of the meeting of the Capitol Planning Commission held on August 3, 1949. These minutes show as Item No. 4, which was unanimously adopted by the Commission, the following:

> Item 4. That existing Capitol mall to be enlarged to cover the area between Court and Center Street and to carry out the same essential design as now exists.

I also have a copy of a letter addressed to Mr. R. L. Elfstrom, Mayor of the City of Salem by Judge Sawyer from which I quote the following paragraph:

> "A reason that is, perhaps, more compelling for the change to Winter Street just proposed is found in the situation that will develop as the extension of the capitol grounds to the North proceeds in connection with the rearrangement of streets and grounds between the new highway building and the lands being bought by the state in Block 82. There is in contemplation the relocation of Summer Street between Center and Chemeketa (See Section 4, Chapter 363, 1949 Laws) and it is the assumption of the Planning Commission that this will mean the closing of Summer Street in its present location between Center and Chemeketa and the extension of East and West Summer Streets through to Center."

I also have a printed plan of development of the Capitol area proposed by the Capitol Planning Commission under date of November 1949. This pamphlet sets forth the proposed development of the Capitol area and I quote the following paragraph from the report:

> "When the purchase is completed it is planned to relocate Summer Street by closing it between Center and Chemeketa and extending East and West Summer streets through to Center. At the same time the Capitol mall should be enlarged to cover the full area between Court and Center Streets with the same essential design carried out as now exists. This is a portion of the capitol development plan recommended to the Legislature and to the Salem Common Council. The share to be taken by each in the execution of this recommendation is self-evident. The means of doing the state's share is already in part provided by Section 4 of Chapter 363. The responsibility of the city will be limited to action closing Summer Street for the length of one block and approving the dedication of East and West Summer streets in its place."

The above report also shows a summary under paragraph 3 as follows:

> 3. When purchase of property in Block 82 has been completed, by the Board of Control, arrangements for development of West Summer street and extension of capitol mall. (Board of Control, Highway Department)."

I also quote a paragraph from a letter addressed to the writer, as Secretary of the Board of Control, under date of June 18, 1951 by Robert W. Sawyer as Chairman of the Capitol Planning Commission.

> "Some months ago the Planning Commission recommended to the Board of Control that the necessary steps be taken to close the alley in front of the new highway building and bring about its dedication by the city as east Summer Street. It was assumed that at the same time the necessary steps would be taken to close Summer Street between Chemeketa and Center."

COPY

Apparently, there must be some misunderstanding on the part of Judge Sawyer regarding this development as the Board of Control feels that this action in relocating Summer Street is a carrying out of the plan as established by the Capitol Planning Commission; consequently, the Board did not feel that it was necessary to re-submit the plan to the Planning Commission when, as a matter of fact, the original proposal came from that Commission.

The State Highway Department has proceeded with preparation of plans and specifications and a call for bids for the relocation of Summer Street at the request of the Board of Control as authorized by Chapter 363 Oregon Laws 1949.

The Board of Control was only able to complete the purchase of the remaining privately owned properties in the east half of Block 82 recently and it was necessary to act promptly to get the street work completed this summer.

Bids are being opened on July 11th for this project and it is very essential that the contract be awarded on that date. Under the Law, the contract can only be awarded by the Highway Commission while the Commission itself is in session and failure to award on the above date would probably delay the work for one year.

The contract to be let by the Highway Department has to do only with the closing of present Summer Street and the construction of East and West Summer and curbs and sidewalks together with a narrow parking strip along the alley in Block 82 which is entirely temporary and will only be used until such time as the remaining properties in the west half of this block are purchased.

The Board of Control is asking the Highway Commission to proceed with the letting of this contract in order not to delay the work. If there are any minor differences, they can be adjusted later.

Very truly yours,

Roy H. Mills

Secretary

RHM:mh

cc - C. A. McClure
R. H. Baldock
Governor Douglas McKay

COPY

CAPITOL PLANNING COMMISSION
SALEM, OREGON

HERMAN BROOKMAN
PORTLAND
DEAN GEORGE W. GLEESON
CORVALLIS
DEAN SIDNEY W. LITTLE
EUGENE
MISS ELIZABETH LORD
SALEM
MILTON L. MEYERS
SALEM

ROBERT W. SAWYER
CHAIRMAN - BEND
PAUL B. WALLACE
VICE-CHAIRMAN - SALEM

C. A. McCLURE
SECRETARY - SALEM

July 5, 1952

Honorable Ben R. Chandler, Chairman
State Highway Commission,
Salem, Oregon.

Dear Mr. Chandler:

Having had my attention called to the notice by the State Highway Commission of bids for the reconstruction of Summer Street in the Capitol area in Salem and having had no notice of the undertaking by reference from the Highway Commission or the Board of Control, I have felt it my duty to inquire of Attorney-General Neuner as to the duties and responsibilities of the Highway Commission, the Board of Control and the Capitol Planning Commission with respect thereto under the provisions of Chapter 375, Oregon Laws, 1949.

If it is Mr. Neuner's opinion that the Highway Commission program as to Summer Street may be carried forward without reference to the Capitol Planning Commission there is, of course, nothing more to be said. If, on the other hand, it is his opinion that reference should be made to the Planning Commission I assume that this step will be taken as was the case with the new Highway Office building.

I am writing to advise you of my inquiry to the Attorney-General so that you may take such steps in the matter as you desire.

Truly yours,

Robert W Sawyer

Robert W. Sawyer
Chairman,
Capitol Planning Commission.

ER TO Judge Sawyer
7/13/52

RWS;ms
CC; Roy H. Mills
Hon. George Neuner.

Do not award contract for
Sumner St project until approved
by Capitol Planning Commission
(Enfield)

tell Williams

Do not award contract for Sumner St project until approved by Capitol Planning Commission (Enfield)

tell Williams

OREGON STATE BOARD OF CONTROL
SALEM

OFFICE OF SECRETARY

MEMBERS
DOUGLAS MCKAY . . . GOVERNOR
EARL T. NEWBRY
SECRETARY OF STATE
WALTER J. PEARSON
STATE TREASURER

ROY H. MILLS . . . . SECRETARY

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Re: Change of Summer Street

Dear Mr. Baldock:

Within the next few days we will have completed the purchase of all of the remaining privately owned property in the East half of Block 82, City of Salem, and will then petition the Salem City Council asking for the vacation of Summer Street as it now extends between Blocks 82 and 86.

It is the desire of the Board of Control to proceed as rapidly as possible with the vacation of the present Summer Street between these two Blocks and the construction of East Summer and West Summer as they are between Blocks 83 and 85, with the exception that we do not wish the sunken garden, the blocks between the two new streets to be left at street level.

Will you please proceed to draw up plans and specifications for this work to cover the construction of the two streets and all curbs, sidewalks, etc. On the center tract, you may install only the sidewalk around the exterior, leaving the landscaping and other walks for future installation.

This work is covered by Chapter 363, Oregon Laws of 1949 which made an appropriation of $37,000.00 from Highway Department funds for this purpose, together with other funds for expenditure by the Board of Control.

It is understood that the expense of the project will be divided equally between the State Highway Department and the Board of Control up to the limit of your appropriation. If that limit does not cover the entire cost, it is possible that the Board of Control can use other funds under its control to complete the payment.

Very truly yours,

Roy H Mills

Secretary

RHM:dj

RECEIVED
MAY 13 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Chapter 363, Oregon Laws of 1949

AN ACT

Authorizing the Oregon state board of control to purchase property and improve grounds adjacent to the capitol group buildings in cooperation with the state highway commission; and appropriating money therefor.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OREGON:

Section 1. The Oregon state board of control hereby is authorized and empowered to obtain title in the name of the state of Oregon to land in block 82, in the city of Salem, Marion county, Oregon, as shown by the original plat of said city, by purchase, agreement, donation or exercise of the power of eminent domain, as a site for a state office building or buildings.

Section 2. The board hereby is authorized to improve the land so acquired and other state lands adjacent to the capitol group buildings, by landscaping the same and effecting such street vacation and relocation in connection therewith as the board may deem necessary.

Section 3. There hereby is appropriated out of the moneys in the general fund in the state treasury not otherwise appropriated the sum of one hundred thirteen thousand dollars ($113,000) for the purpose of acquiring land and improving the public grounds of the state as herein authorized.

Section 4. For the purpose of assisting in relocating and paving Summer street and constructing new sidewalks in front of and adjacent to the new highway office building on block 86 of the city of Salem, there hereby is appropriated out of the funds of the state highway commission the sum of thirty-seven thousand dollars ($37,000) to be expended by the state highway commission in cooperation with the state board of control.

Approved by the governor April 11, 1949.
Filed in the office of the secretary of state April 11, 1949.

RECEIVED FOR FILING

Form [illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

Parking Area
Summer St. (Chemeketa St. - Center St.)

37 | 7

Item	Quantity	Unit Price	Amount	
Removal of Curb	34 Lin Ft	0.50	17.—	
Structural Excavation, Unclassified	30 Cu Yds.	4.00	120.—	
General Excavation, Unclassified	320 Cu Yds	1.50	480.—	
12-inch Sewer Pipe	180 Lin. Ft	2.00	360.—	[illegible]
Concrete Catch Basin	1 Only	75.00	75.—	[illegible]
Concrete Curbs	8 Cu Yds	43.00	344.—	
3"-0 Material in Base	160 Cu Yds	1.75	280.—	
3/4"-0 Material in Base	70 Cu Yds	3.25	227.50	
Sprinkling	6 M Gal	2.75	16.50	
RS-2 Emulsified Asphalt	4 Ton	45.00	180.00	
Class "B" Asphaltic Concrete	120 Ton	6.50	780.—	
Aggregates in Seal Coat	6 Cu Yds.	5.00	30.—	
			2910.—	
Install Bumper Guard Rail			250.—	
			3160	3160 435 2725 345 3070
	12½% Contingencies		395	
	Total without Tree Curbs –		3555 —	
Concrete Curbs Around Trees in parking area	8 Cu Yd.	43.00	~~344.00~~	
			3504.00	3139
		12½%	438.00	392
	Total with Tree Curbs		3942.00	3531

NOTED
State Highway Engineer

RECEIVED
AUG 6 1952
FOR FILING

[illegible]

OFFICE OF SECRETARY
[illegible]

OREGON STATE BOARD OF CONTROL

SALEM

MEMBERS
DOUGLAS McKAY . . . GOVERNOR
EARL T. NEWBRY SECRETARY OF STATE
WALTER J. PEARSON STATE TREASURER
ROY H. MILLS . . . . SECRETARY

July 29, 1952

RECEIVED
JUL 30 1952
OFFICE OF
STATE HIGHWAY ENGINEER

R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Re: Parking Area in Block 82

Dear Mr. Baldock:

We have just received word from Robert W. Sawyer, Chairman of the Capitol Planning Commission stating that the Commission was opposed to the construction of the parking area in the east half of Block 82. Consequently, you will please notify the contractor on this work, the Warren Northwest, Incorporated, that the parking area should be eliminated from the contract. This will include the paving and backstop for the cars, which are to be eliminated.

Very truly yours

Roy H Mills

Secretary

RHM:mh

cc - Governor McKay
Robert W. Sawyer
Dave Thompson

Contractor notified.

REFERRED TO
Williams
[illegible]

RECEIVED
JUL [illegible] 1952
FOR FILING
34-5901
OFFICE OF SECRETARY

OREGON STATE BOARD OF CONTROL
SALEM

MEMBERS
DOUGLAS MCKAY . . . GOVERNOR
EARL T. NEWBRY SECRETARY OF STATE
WALTER J. PEARSON STATE TREASURER
ROY H. MILLS . . . . SECRETARY

July 24, 1952

R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Re: Relocation of Summer Street

Dear Mr. Baldock:

Yesterday the Capitol Planning Commission and Mr. Dave Thompson, Landscape Architect, viewed the trees and shrubs in the East half of Block 82, City of Salem and the decision was made to retain only those trees that are so marked on your original blueprint. You may proceed to remove all other trees than those marked to be retained.

Very ~~truly~~ yours,

Roy H. Mills
Secretary

RHM:mb

REFERRED TO
Williams
Highway Engineer

Walker advised
WEW

RECEIVED
JUL 25 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

July 24, 1952

Mr. William E. Healy
Assistant Secretary of State
State Capitol
Salem, Oregon

Dear Mr. Healy:

Herewith diagram showing the proposed extension of the Mall and the building of East Summer and West Summer Streets, with a suggested parking arrangement which will afford six official stalls on either end of the east side of East Summer Street in front of the State Highway Building for the parking of official State Highway Department cars, to the end that we can expedite the conduct of our business. Also, it would propose eight two-hour stalls immediately in front of the building for the general public and then eight no-limit stalls on the east side of the street and fifteen no-limit stalls on the west side. The east side of the street would be for diagonal parking and the west side for parallel parking, as is in effect on the block in front of the Public Service Building.

It is also proposed to make East Summer northbound and West Summer southbound, as in the block immediately south thereof.

Trusting that this will be satisfactory, I remain

Very respectfully,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosure

FORM E-30 25M 9-51 52215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1952

SUBJECT: Curb Parking
Mall Section

To: R. H. Baldock
State Highway Engineer

In accordance with your verbal instructions I have prepared and transmit herewith plan of the Mall project, showing thereon curb parking arrangment and markings, which I believe is in accord with your thoughts.

I believe you wished this plan of treatment for transmission to Mr. Healy.

FB Crandall
F. B. Crandall
Traffic Engineer

FBC:Mgt

Attachment

RECEIVED
JUL 24 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 19 1952
FOR FILING

[illegible]

[illegible]

July 21, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
Coos Bay, Oregon

NOTED
State Highway Engineer

Dear Mr. Chandler:

The enclosed letter from Mr. Robert W. Sawyer, Chairman Capitol Planning Commission, arrived in this morning's mail, and I thought it best to forward it on to you immediately,

I have made a copy for Mr. Baldock in case you wish him to answer it, ~~further.~~

Trusting that you are steadily and rapidly regaining your health, I remain

Sincerely,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

[illegible]
Mr. Baldock
BY SECRETARY

COPY

CAPITOL PLANNING COMMISSION
Salem, Oregon

July 19, 1952

Hon. Ben R. Chandler, Chairman,
State Highway Commission,
Salem, Oregon.

Dear Mr. Chandler:

Mr. Glaisyer writes me at your request to acknowledge receipt of my letter of July 5 and to inform me that the undertaking for reconstruction of Summer Street in the Capitol area in Salem was at the request of the State Board of Control.

My understanding is that the request of the Board of Control was for the work relating to Summer Street and the proposed East Summer and West Summer but did not cover the item of paving the strip between West Summer and the alley in Block 82 which was included in your call for bids.

So that I may be fully informed regarding this matter, I should be grateful if you will advise as to the inclusion of the item for paving the proposed parking strip.

Truly yours,

/s/ Robert W. Sawyer

Robert W. Sawyer
Chairman
Capitol Planning Comm.

RWS;ms
CC; Governor McKay

COPY

RECEIVED
[illegible] 1952
FOR FILING

AGENDA
[illegible] 18 1952

4, p

769

July 17, 1952

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Gentlemen:

The State Highway Commission on July 11 accepted your proposal for the grading and paving project on Summer Street between Chemeketa and Center streets in Salem, Marion County, for the sum of $39,[illegible]60.00, and on the same day awarded contract No. 3769 to you subject to concurrence of the Board of Control. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - W. M. Franzwa
H. G. Smith
S. H. Probert
Goldie Lewis

confirm

S+C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF.	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 17, 1952
3:00 p.m.

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Summer Street (Chemeketa Street-Center Street) Grading and Paving Project in Salem, Marion County for which you submitted low bid on July 11. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

WARREN NORTHWEST INC.

HIGHWAY & ROAD CONTRACTORS

POST OFFICE BOX 5072 • PHONE: TABOR 3286

PORTLAND 13, OREGON

July 16, 1952

Oregon State Highway Commission
Salem,
Oregon

W. C. [illegible]

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer

Gentlemen:

With reference to our bid for the improvement of Summer Street between Chemeketa and Center Streets in the City of Salem, Oregon, submitted July 11, 1952, in the amount of $39,970.00, we wish to advise that in the event you decide to eliminate certain work involved in the parking area, amounting to approximately $2,800.00, it will be satisfactory with our company to eliminate the items involved.

Very truly yours,

WARREN NORTHWEST, INC.

J R Wininger

J. R. Wininger
President

JRW:lu

RECEIVED
JUL 17 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
24-5701

OFFICE OF SECRETARY

OREGON STATE BOARD OF CONTROL
SALEM

MEMBERS
DOUGLAS MCKAY . . . GOVERNOR
EARL T. NEWBRY SECRETARY OF STATE
WALTER J. PEARSON STATE TREASURER
ROY H. MILLS . . . . SECRETARY

July 15, 1952

R. H. Baldock
State Highway Engineer
State Highway Building
Salem, Oregon

Re: Relocation of Summer Street

Dear Mr. Baldock:

The Board of Control today gave consideration to the bids received by the State Highway Commission for the relocation of Summer Street between Chemeketa Street and Center Street in the City of Salem.

The Board has approved of an award to the low bidder, Warren Northwest, Inc., of Portland, Oregon of the contract for this work in the amount of $39,970.00, and you will please proceed with the execution of a contract with the low bidder.

We understand that the total cost of the project including contingencies and engineering will be approximately $46,991.25.

Since it is your policy to pay for the work on unit prices as quoted by the bidder, we are accepting the total bid of Warren Northwest, Inc., but there is a possibility that the State Planning Commission may recommend the elimination of the parking area along the east side of the alley in Block 82 and we will ask the Planning Commission for a prompt recommendation on this item and will report to you the final action of the Board at an early date. We do not wish the execution of the contract held up, however, on this account.

We are returning herewith your summary of bids and the proposal of Warren Northwest, Inc.

Very truly yours,

Roy H Mills

Secretary

RHM:mh

Contract # 2767
24-5701

RECEIVED
FOR FILING

CAPITOL PLANNING COMMISSION

Salem, Oregon

July 5, 1952

C O P Y

NOTED
W. C. WILLIAMS

Honorable Ben R. Chandler, Chairman
State Highway Commission,
Salem, Oregon.

Dear Mr. Chandler:

Having had my attention called to the notice by the State Highway Commission of bids for the reconstruction of Summer Street in the Capitol area in Salem and having had no notice of the undertaking by reference from the Highway Commission or the Board of Control, I have felt it my duty to inquire of Attorney-General Neuner as to the duties and responsibilities of the Highway Commission, the Board of Control and the Capitol Planning Commission with respect thereto under the provisions of Chapter 375, Oregon Laws, 1949.

If it is Mr. Neuner's opinion that the Highway Commission program as to Summer Street may be carried forward without reference to the Capitol Planning Commission there is, of course, nothing more to be said. If, on the other hand, it is his opinion that reference should be made to the Planning Commission I assume that this step will be taken as was the case with the new Highway Office building.

I am writing to advise you of my inquiry to the Attorney General so that you may take such steps in the matter as you desire.

Truly yours,

(sgd) Robert W. Sawyer

Robert W. Sawyer
Chairman,
Capitol Planning Commission.

RWS:ms
cc Roy H. Mills
Hon. George Neuner

7 - Sawyer has copy
Wallace - deceased
Plans to rest.

RECEIVED
FOR FILING

July 1, 1952

Mr. Robert W. Sawyer
c/o The Bend Bulletin
Bend, Oregon

Dear Judge Sawyer:

In your letter of June 27, 1952 you inquire concerning a proposed reconstructing of Summer Street between Chemeketa Street and Center Street, bids for which work will be received by the Commission at its July meeting.

The work for which the bids are to be received consists in construction of the east and west Summer Streets as extensions of the streets already constructed in the block between Court and Chemeketa Streets. The area between east and west Summer Streets is to be leveled off and later will be improved as a part of the Capitol Mall. It is my understanding that that part of the work will be in charge of the State Board of Control and that Mr. David Thompson, Landscape Architect of Portland, formerly with the State Highway Department, is to supervise the landscaping.

The Highway Contract will also include the paving of a car parking area 30 feet wide to the west of west Summer Street. This area will join the alley which extends north and south through the block from Chemeketa to Center.

I hope I have explained it satisfactorily. With kindest regards, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

P. S. To give you a little clearer idea concerning what I tried to explain in the above letter, I am enclosing an informational copy of the plans and specifications for this project.

SKYLINE OF THE CASCADES FROM BEND

National Representatives
WEST-HOLLIDAY CO., Inc.

THE BEND BULLETIN
Central Oregon's Daily Newspaper
BEND, OREGON

Published
Daily Except Sunday

June 27, 1952

Mr. H. B. Glaisyer,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I observe in the newspaper list of projects for letting in July the reconstructing of Summer Street between Chemeketa and Center.

Is this for the whole street or for the east and west Summer streets?

Is not this portion of Summer Street now to be abandoned and made a part of the Capitol mall?

Sincerely yours,

Robert W. Sawyer

Robert W. Sawyer

RWS;ms

ANSWERED
H. B. GLAISYER

RECEIVED
FORM E-123X 25M 2-52
FOR FILING

311 - 901

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

May 14, 1952

Oregon State Highway Commission

Gentlemen:

Herewith copy of a letter from Roy H. Mills, Secretary of the Oregon State Board of Control, requesting that the State Highway Commission contract the building of east Summer and west Summer Streets between Chemeketa Street and Center Street in the city of Salem, which will be the extension of the mall immediately in front of the State Highway Office Building.

In 1949 the legislature authorized the Oregon State Board of Control to purchase property and to improve the grounds adjacent to the Capitol group of buildings in cooperation with the State Highway Commission and appropriated money therefor. For this purpose there was specifically appropriated out of the funds of the State Highway Commission the sum of $37,000 to be expended by the State Highway Commission in cooperation with the State Board of Control. I am attaching a copy of the Act.

Pursuant to this Act, therefore, Mr. Mills is calling upon the State Highway Commission to perform the work, with the understanding that the State Highway Commission's portion of the cost will not exceed $37,000. I recommend that we proceed to contract the work in July. I will not have an estimate of cost until the survey is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosures

Please start survey

RECEIVED
MAY 15 1952
FOR FILING

24 [illegible]

[illegible]

Salem, Oregon
May 12, 1952

Mr. W. C. Williams

Please arrange to prepare a paving job on either side of the proposed mall between Chemeketa and Center immediately in front of the State Highway Office Building. This estimate will be for paving only and the placement of the walks and curbs. The landscaping of the section will be cared for by the Board of Control. The 1949 Legislature passed a resolution in which it set aside $37,000 of state highway funds for this purpose, the remainder to come from the general fund.

Please check the matter with Mr. Mills of the Board of Control so that our amount does not exceed the amount stated in the legislative resolution.

Arrangements should be made for bids to be taken by the Highway Commission in the July meeting. Place the matter on the agenda for the May meeting. Mills will have a letter in to that effect.

R. H. Baldock

RHB:hi

ASSIGNMENT

No. 3381
By wce

Date: May 13, 1952

Description: Mr. Baldock's letter of May 12 regarding paving job on either side of proposed mall between Chemeketa and Center in front of State Highway Building

Acknowledged by _____ Referred to __Smith ✓________

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed [illegible] Report received _________

Remarks: Plans & Spec. submitted to Probert 6-11-52
Est. Cost $35,000

3-[illegible] [illegible] D. II [illegible] ?
3. [illegible] [illegible]
37[illegible] [illegible] F.

RECEIVED

June 8th, 1954

FINAL COST ANALYSIS

Benton Co. Line-Cheshire Section
Contract #3770

Porter W. Yett, Contractor
J. F. Putnam, Resident Engineer

Territorial Highway
Prefix 120-1078 S-124(1)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$5,000	$	$ 3,151.76	$ 5,000.00
Struct. Excavation	256.72	Cu. Yd.	3.00	2.46	631.53	770.16
General "	7,780.5	" "	0.60	0.52	4,016.70	4,668.30
Short Overhaul	13,873	Yd. Sta.	0.02	0.02	274.57	277.46
Long "	187.9	C-Yd. Sta.	0.50	0.50	95.46	93.95
R/B Widening & Shaping	2.6	Mile	500.00	615.00	1,599.00	1,300.00
Finish R/B & Slopes	6.53	"	250.00	200.00	1,305.43	1,632.50
Rounding Cutbanks	1,905	Lin. Ft.	0.20	0.20	389.84	381.00
12" Conc. Culvert Pipe	501	" "	2.00	1.58	791.58	1,002.00
18" " " "	138	" "	3.00	2.72	374.73	414.00
24" " " "	252	" "	4.15	4.06	1,023.34	1,045.80
36" " " "	111	" "	7.50	7.94	881.08	832.50
Salvage Culvert Pipe	57	" "	2.00	1.58	89.83	114.00
Selected R/B Topping	50,091.5	Cu. Yd.	0.35	0.43	21,539.35	17,532.03
Hauling " "	165,607	Yd. Mi.	0.12	0.13	22,001.59	19,872.84
Removal of Overburden	10,472.8	Cu. Yd.	0.15	0.19	1,984.14	1,570.92
3/4"-0" Mat'l. in Level Course and Shoulders	9,366	" "	3.00	2.55	23,883.30	28,098.00
Sprinkling	809.7	M/Gal.	2.50	2.09	1,688.33	2,024.25
Preparation of Base	6.53	Mile	200.00	143.07	934.22	1,306.00
3/4"-0" Mat'l. in Binder Course	799	Cu. Yd.	3.50	3.29	2,625.75	2,796.50
RC-3 Asphalt in Binder	119.6	Ton	38.00	38.65	4,621.98	4,544.80
Class "B" Asphaltic Concrete	12,690.93	"	5.60	5.53	70,134.69	71,069.21
PA #1, Selected R/B Topping	714	Cu. Yd.	0.35	0.34	239.86	249.90
PA #1, Hauling " "	2,915	Yd. Mi.	0.12	0.12	353.15	349.80

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #1, Rental on Cat and Dozer	22.5	Hour	$9.45	$9.45	$ 212.39	$ 212.63
PA #2, Str. Exc. Unclass.	36.47	Cu. Yd.	3.00	3.00	109.72	109.41
PA #2, 36" Concrete Pipe	6	Lin. Ft.	7.50	8.08	48.49	45.00
PA #2, Salvage Culvert Pipe	35	" "	2.00	1.75	61.26	70.00
PA #3, R/B Widening and Shaping	.17	Mile	500.00	500.00	84.16	85.00
					$165,147.23	$167,467.96

Gross Revenue	$167,467.96
Total Cost	165,147.23
Net Profit	$ 2,320.73

Net Profit Equals 1.4% of Gross Revenue

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #1, Rental on Cat and Dozer	22.5	Hour	$9.45	$9.45	$ 212.39	$ 212.63
PA #2, Str. Exc. Unclass.	36.47	Cu. Yd.	3.00	3.00	109.72	109.41
PA #2, 36" Concrete Pipe	6	Lin. Ft.	7.50	8.08	48.49	45.00
PA #2, Salvage Culvert Pipe	35	" "	2.00	1.75	61.26	70.00
PA #3, R/B Widening and Shaping	.17	Mile	500.00	500.00	84.16	85.00
					$165,147.23	$167,467.96

Gross Revenue	$167,467.96
Total Cost	165,147.23
Net Profit	$ 2,320.73

Net Profit Equals 1.4% of Gross Revenue

Benton County Line-Cheshire Section
Contract #3770

Detail of Cost

Labor:

Supervision	$ 5,500.00	
Labor	47,227.16	
Labor Insurance	3,058.17	
		$ 55,785.33

Materials:

12" Concrete Pipe	501	Lin. Ft.	at $0.79	$ 395.79	
18" " "	138	" "	" 1.67	230.46	
24" " "	252	" "	" 2.36	594.72	
36" " "	117	" "	" 4.98	584.46	
Cement	3½	Bbl.	" 6.00	21.10	
Mason Sand	1-1/3	Cu. Yd.		5.30	
3/4"-0" Cr. Rock Purchased for Shoulders, Leveling and Binder Course	10,165	Cu. Yd.	" 1.65	16,772.25	
Aggregate for Class "B" Asphaltic Concrete	9,165.15	Cu. Yd.	" 1.65	15,122.50	
85-100 Asphalt	779.77	Ton	" 22.00	17,154.94	
RC-3 Asphalt	119.6	"	" 24.50	3,049.80	
Freight on Asphalt	899.37	"	" 4.40	3,957.23	
					57,888.55

Equipment Rentals & Misc. Supplies:

Equipment Rental Owned	$ 28,648.90	
" " Hired	2,951.11	
Gas, Oil & Grease	6,630.08	
Fuel Oil	2,507.27	
Bond	1,256.01	
P.L. & P.D. Insurance	659.09	
Move In, Freight & Cartage	1,703.51	
Small Tools & Misc. Supplies	2,093.34	
Home Office & General Overhead	5,024.04	
		51,473.35

Total Cost $165,147.23

Benton County Line-Cheshire Section
Contract No. 3770

Remarks:

This was a "Federal Aid Project" for the grading and paving of 6.51 miles of the Territorial Highway in Lane County.

The contract was bid and awarded on July 10th, 1952. Work was not started by the contractor until April 28th, 1953, since he was advised to keep the existing highway, which was through a rather swampy section, in a suitable condition for traffic during the winter months. The project was completed September 18th, 1953.

A D-6 Caterpillar tractor with dozer was used in clearing and grubbing. Hand labor was employed to clear along fence rows and ditches and do the burning. Most of the clearing consisted of brush and three large oak trees at Bear Creek bridge.

The equipment used in excavation was a Caterpillar tractor and scraper and a motor grader. There were no cuts on the job, and the material moved was all dirt from embankment.

The laying of most of the culvert pipe was at approaches and easily installed by four men. A D-6 Caterpillar tractor was used part time.

The stripping of the state-controlled gravel pit located 0.9 mile east and 0.32 mile north via the Ferguson County Road and haul road from the highway at Station 232+12.93 was done with a D-6 cat and carryall.

The contractor moved in a 3/4 cu. yd. dragline shovel and started digging and loading the topping into three 8 cu. yd. trucks. This proved inadequate, and a 2½ cu. yd. dragline shovel was moved in and seven additional trucks. This speeded production until cemented gravel was encountered at approximately 8-foot depth. This required the stripping of an additional 400-foot extension to the south of the original site. Water was encountered at about the 5-foot depth, and the material was put on the road in 4-inch lifts to hasten drying. A loss was suffered on the topping.

The contractor purchased all his crushed rock from the Conser quarry on the Ferguson Road. He erected his 3,000-pound batch asphaltic concrete paving plant at this location and started producing on August 18th, 1953. The paving progress was delayed some due to difficulty in producing heat to dry wet sand and dirty material, inexperienced help, wet weather and railroad tracks. 12,674 tons of Class "B" asphaltic concrete was produced in 157½ operating hours. The daily average was 667 tons, or 80 tons per hour.

The contractor had fair bid prices and good supervision and equipment but realized only a small profit due to slow progress caused by wet weather and material.

Oscar Cutler
Chief Cost Analyst

By . . George Kayser

RECEIVED
JUN 9 1954
FOR FILING

Files

[illegible]

3770

June 8, 1954

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from C. S. Williams, Route 1, Monroe, in which he writes as follows:

"This is to notify you that the claim against Porter W. Yett in connection with his contract No. 3770, on the Territorial Highway, has been satisfied."

This claim was first filed in our office on September 16, 1953 concerning which we wrote to you on September 21, 1953.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

Porter W. Yett
6500 N.E. Ainsworth Avenue
Portland 13, Oregon

NOTED ON CARD
6-8-54

Monroe, Oregon
June 7, 1954

H.B. Glaisyer, Secretary
State Highway Dept.
Salem, Oregon

Dear Sir:

This is to notify you that the Claim against Porter W. Yett in connection with his contract No. 3770, on the Territorial Highway, has been satisfied.

Yours Truly,

C. S. Williams
Rt #1 Monroe, Oreg.

RECEIVED
JUN 8 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible] ON CARD
6-7-54, S

6-8-54, S

RECEIVED
JUN 9 1954
FOR FILING

June 8, 1954

Mr. C. S. Williams
Route 1
Monroe, Oregon

Dear Mr. Williams:

Thank you for your letter of June 7th stating that your claim against Porter W. Yett on State Highway Contract 3770 has been satisfied. This information will be noted in our records and we will also notify the contractor and the surety that it has been received.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

NOTED ON CARD
6-8-54 S

FOR FILING

FORM E-30 25M 9-51 92315

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1954

SUBJECT:

Assignment #1375

To:

Mr. W. W. Stiffler
Asst. State Highway Engineer
Oregon State Highway Department
OFFICE

Dear Sir:

Herewith further information on Mrs. McGlinchey's complaint of the flooding of property adjacent to the Territorial Secondary Highway in the vicinity of Bear Creek, approximately M.P. 7, (SW 1/4 of Sec. 34, T 15S, W. M.). Attached is another print of Mr. Putnam's sketch map of the area on which he has added a sketch of the spillway section of the log pond dam and the waterway areas of the three County bridges. Also attached is a March 18 letter from Mr. Putnam with additional information.

The log pond spillway has a fixed overflow opening of 13 feet width. The water running in the branch of Bear Creek on which the dam is built comes through our 76 foot bridge at Sta. 374, then through a 38 foot County bridge, before it reaches the mill pond and spillway. Obviously, in times of maximum flow, the restriction would be at the spillway first and then at the County bridge. We find nothing to indicate that the highway construction or facilities in any way contribute to the flooding of the McGlinchey property.

I have checked with the office of the State Engineer and find that there is no permit or water rights on file for the construction of the dam or the use of the waters of the mill pond.

Since the condition causes no damage to the highway, I do not believe we should become involved in any argument with the owners of the mill pond or with the County concerning modification of their structures, but merely suggest to Mrs. McGlinchey that she could communicate with State Engineer Charles E. Stricklin for further information.

Very truly yours,

E. A. Collier
Maintenance Engineer

NOTED
W. W. STIFFLER

By John A. Bond

John A. Bond
Assistant Office Engineer

JAB:ab
Encl.

FOR FILING

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1954

SUBJECT:
Assignment #1375

To:

Mr. W. W. Stiffler
Asst. State Highway Engineer
Oregon State Highway Department
OFFICE

Dear Sir:

Herewith further information on Mrs. McGlinchey's complaint of the flooding of property adjacent to the Territorial Secondary Highway in the vicinity of Bear Creek, approximately M.P. 7, (SW 1/4 of Sec. 34, T 15S, W. M.). Attached is another print of Mr. Putnam's sketch map of the area on which he has added a sketch of the spillway section of the log pond dam and the waterway areas of the three County bridges. Also attached is a March 18 letter from Mr. Putnam with additional information.

The log pond spillway has a fixed overflow opening of 13 feet width. The water running in the branch of Bear Creek on which the dam is built comes through our 76 foot bridge at Sta. 374, then through a 38 foot County bridge, before it reaches the mill pond and spillway. Obviously, in times of maximum flow, the restriction would be at the spillway first and then at the County bridge. We find nothing to indicate that the highway construction or facilities in any way contribute to the flooding of the McGlinchey property.

I have checked with the office of the State Engineer and find that there is no permit or water rights on file for the construction of the dam or the use of the waters of the mill pond.

Since the condition causes no damage to the highway, I do not believe we should become involved in any argument with the owners of the mill pond or with the County concerning modification of their structures, but merely suggest to Mrs. McGlinchey that she could communicate with State Engineer Charles E. Stricklin for further information.

Very truly yours,

E. A. Collier
Maintenance Engineer

NOTED
W. W. STIFFLER

By John A. Bond

John A. Bond
Assistant Office Engineer

JAB:ab
Encl.

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 22, 1954

Assignment No. 1375 WWS

To: E. A. Collier
Maintenance Engineer

SUBJECT:

Attention: John Bond

Dear Sir

In response to your letter of March 12 concerning the complaint of Mrs. Charles M. McGlinchey re flooding adjacent to the Territorial Highway in the vicinity of Bear Creek, we have obtained a report from Resident Engineer J. F. Putnam answering the questions posed in your letter.

A copy of the sketch map showing additional information is also returned herewith.

Very truly yours

Tom Edwards
Division Engineer

By

C. K. Keasey
Office Engineer

CTK:ri

E c.

FORM E-96X 15M 1-49 29024

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

~~Eugene, Oregon~~
~~March 16, 1954~~

SUBJECT: Assignment No. [illegible] CIK

To: Mr. Tom Edwards:
Division Engineer
Roseburg, Oregon

Dear Sir:

Herewith are the two copies of the sketch referring to the complaint of Mrs. McGlinchey concerning flooding adjacent to the Territorial Highway in the vicinity of Bear Creek.

Also, in answer to Mr. Collier's letter of March 12, 1954.

1. The origin of the water flowing in the channel on the east side of the highway in the area marked "A" on the print is the runoff from adjacent fields and backwater from Bear Creek during flood stage. No water has come from the Long Tom River through this channel since the installation of Fern Ridge Dam and construction of protective dikes on the bank of the river.

2. There is no inlet channel to the small bridge on High Pass Road just east of the Territorial Highway. There is a cultivated field just south of the road and a fair channel to Bear Creek north of the road.

3. Waterway openings are shown on the sketch.

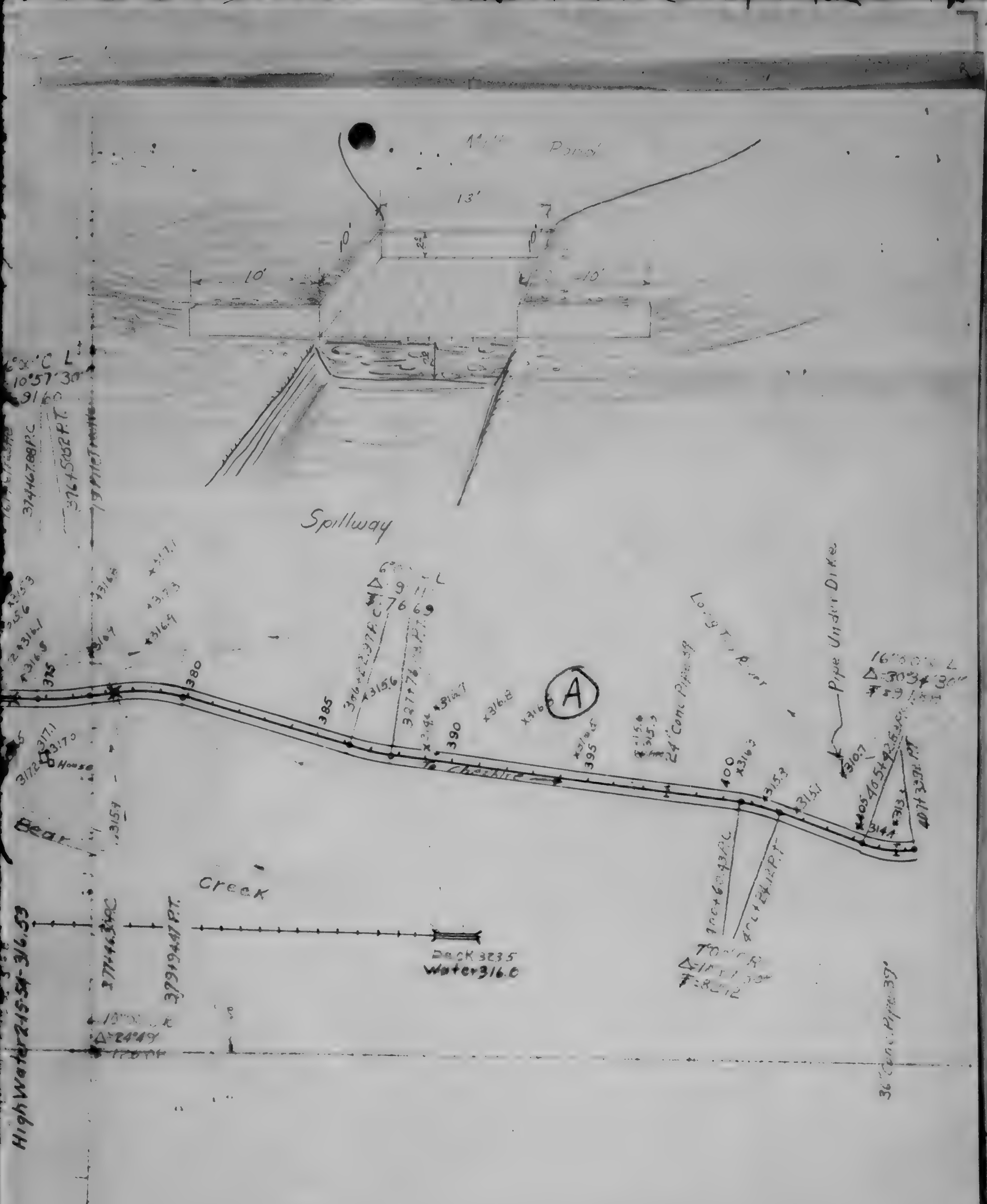
4. During the flood in January of this year the water raised to a high enough elevation to the west of the Territorial Highway to flood across the highway to the east. After flooding of the road ceased, water was still running through the 18" culvert from the west towards the east but was not causing any flooding of the McGlinchey property, and was contained in the cultivated field.

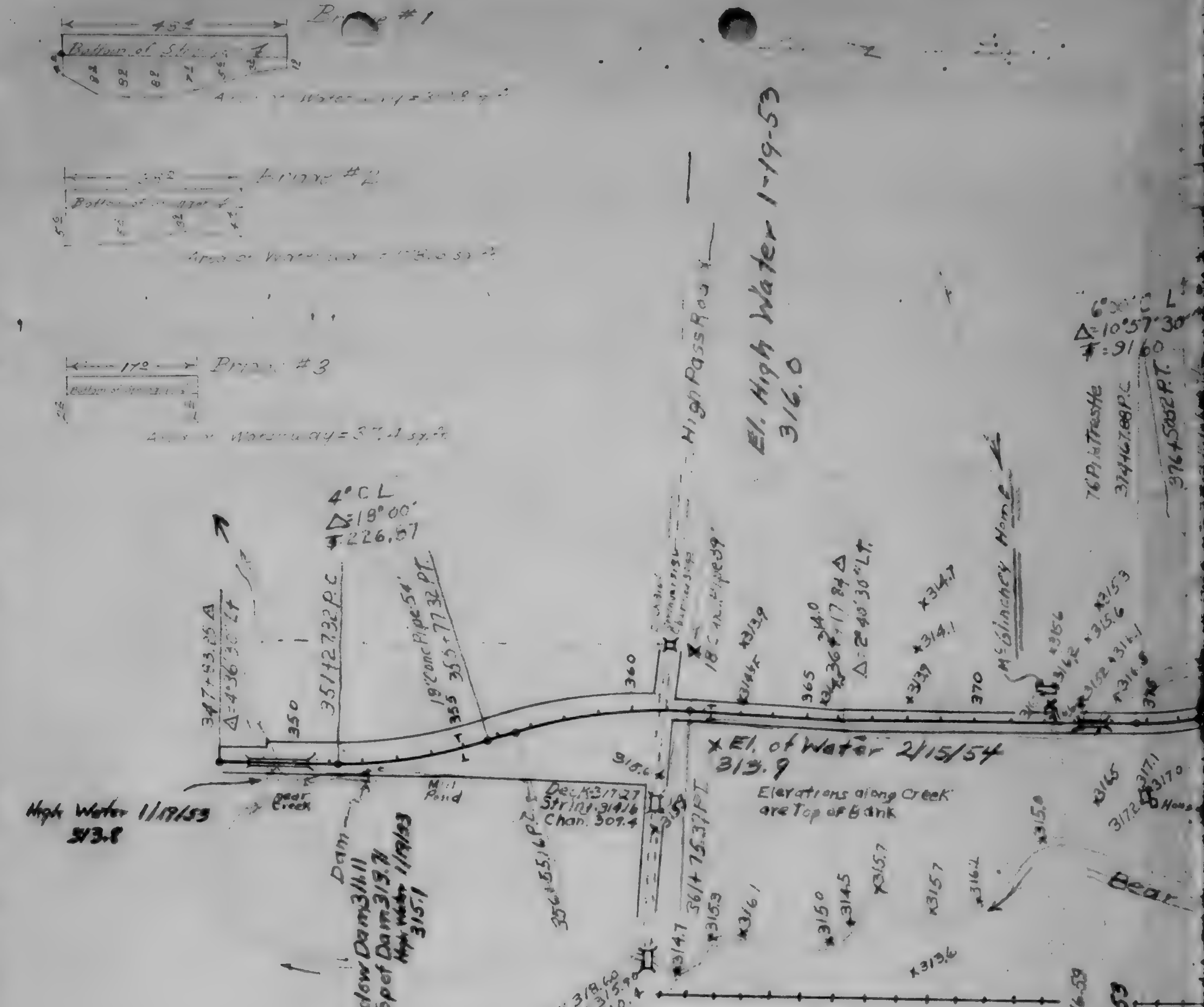
5. A sketch of the spillway of Gravelle's mill pond is shown on the map. There is no way to control the size of the opening and at the time of the flood this year a large log was anchored across the stream just upstream from the dam. I believe that if this dam was constructed so that a free flow of water could exist during the high water stages of Bear Creek that the flooding conditions would be relieved to a great extent.

Very truly yours,

J F Putnam

J. F. Putnam
Resident Engineer

Pond
13'
10'
10'
10'
10'
Spillway
10°57'30"
374+67.88 P.C.
376+50.52 P.T.
375
380
385
390
395
400
405
(A)
To Cheshire
Pipe Under Dike
24" Conc Pipe
36" Conc. Pipe
x315.6
x316.8
x316.4
x316.1
x316.8
x317.1
317.0
317.2
House
315.4
Bear
Creek
377+46.31 P.C.
379+94.47 P.T.
Δ=24°49'
Dock 323.5
Water 316.0
x316.3
x315.3
x315.1
x310.7
314.4
x313.
405+65.4
407+33.94 P.T.
Δ=30°34'30"
400+60.43 P.C.
401+84.12 P.T.
High Water 2-15-54-316.53



BENTON CO. LINE-CHESHIRE SECT.
TERRITORIAL HIGHWAY
LANE CO.

Sketch Map of Bear Creek Channel-Vicinity of High Pass Road

Scale: 1"=400'

J.F. Putnam-Res. Engr. February-1954

RECEIVED
MAR 19 1954
FOR FILING

[illegible]

[illegible]

3770

March 17, 1954

Tate, Westenfelder & Berg, Inc., Agent
Continental Casualty Company
410 Wilcox Building
Portland 4, Oregon

Attention: H. F. Westenfelder

Gentlemen:

This letter concerns release of the final payment to Porter W. Yett in connection with State Highway Contract No. 3770 for construction of the Benton County Line-Cheshire Section of the Territorial Highway in Lane County.

I have consulted with our Chief Counsel regarding payment of this estimate, and we have concluded ~~that~~ in view of the statements made in your letter, to release the warrant immediately. I have instructed the Auditor accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Cuery

NOTED ON CARD

[illegible]

March 17, 1954

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Mr. Yett:

Reference is made to your letter of March 12, 1954 directed to Mr. S. H. Probert, Office Engineer, regarding the release of the warrant covering your final estimate on the Benton County Line-Chesnire Section of the Territorial Highway in Lane County, State Highway Contract No. 3770.

I am today authorizing the Auditor to release the final warrant immediately. This action is taken in view of a letter that I received today from H. F. Westenfelder of the firm Tate, Westenfelder & Berg, Inc., agent of the Continental Casualty Company, surety on your bond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

NOTED ON CARD

ROY TUCHBREITER
PRESIDENT

JOHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO, ILLINOIS

TATE, WESTENFELDER & BERG
410 WILCOX BLDG.
PORTLAND 4, OREGON

March 16, 1954

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Re: Contract No. 3770 Porter W. Yett

Dear Mr. Glaisyer:

We are advised by Porter W. Yett that a final payment under Contract No. 3770 is being held up because of a liability claim asserted by a C. S. Williams in the amount of $226.16 for crop damage allegedly occasioned through the negligence of the employees of Porter W. Yett during July and August of 1953. We understand the retention amounts to approximately $5,000.00.

The Continental Casualty Company is surety for Porter W. Yett on this contract and as such is responsible for labor, materials and completion of the contract. The Continental Casualty Company is also the insurer for Porter W. Yett for any liability incurred through their negligence. Prior to the awarding of this contract a certificate of insurance was filed with the Oregon State Highway Commission setting forth the insurance provided. The limits for property damage as claimed was $10,000.00.

The claimant, C. S. Williams, has been dealing with the adjuster for the Continental Casualty Company in Eugene. This claim is disputed and may possibly result in litigation postponing a final resolution of the matter for a period of several months. If an adverse judgment is ultimately returned against Porter W. Yett it will be paid by the Continental Casualty Company under their policy of insurance. Everyone

ANSWERED
H. B. GLAISYER

concerned is protected, if the claimant proves his claim he is reimbursed. For this reason we do not feel there is any logical reason for not releasing the final payment. The obligation of the surety is separate and distinct from the obligation as insurer. I understand you are going to discuss this type of situation with the new counsel for the Highway Commission and correct future discrepancies.

Due to the above facts the final payment should not have been held up and should be released to Mr. Yett at once.

Appreciating your reply on this matter, we are

Yours very truly

TATE, WESTENFELDER & BERG, INC.

By H. F. Westenfelder

HW:na
Copy: Porter W. Yett

RECEIVED
MAR 17 1954
OREGON
STATE HIGHWAY COMMISSION

*

3770

Porter Yett →

ret c/o bead

claim - Bailey & Williams crop damage

$226.16

$5000 rtr

STONE PLANT—ROCKY POINT, OREG   IPMENTS BY BARGE, TRUCK OR RAIL

PORTER W. YETT
Contractor

READY-MIXED CONCRETE • CEMENT • CRUSHED STONE • SAND, GRAVEL AND SCREENINGS • ASPHALT AND CONCRETE PAVING

6500 N. E. AINSWORTH ST.   PHONE ~~[illegible]~~ Webster 3251   PORTLAND 13, OREGON

March 12, 1954

Mr. S. H. Probert, Office Engineer
Oregon State Highway Department
Salem, Oregon

Re: Contract No. 3770

Dear Mr. Probert:

Under date of January 18, 1954, we returned to your office properly executed Final Estimate on Contract No. 3770, Benton County Line-Cheshire Section, Territorial Highway.

To date we have not received final payment. Please advise us the status of this final payment.

Very truly yours,

PORTER W. YETT

By Porter W. Yett

PWY/c

Jan 1458
[illegible]
Warrant held
[illegible]

ANSWERED
H. B. GLAISYER

Approve release of pmt.
Robert S. Hay

RECEIVED
MAR 15 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

3-13-54

DESIGNERS OF CONCRETE STONE AND GRAVEL PLANTS

P

RECEIVED
MAR 17 1954
FOR FILING

S-1-4(1)

3770

March 16, 1954

Continental Casualty Company
152 Denny Way
Seattle 9, Washington

Attention: Mr. Warner M. Bruce, Manager
Surety Department

Gentlemen: Re: Bond 921917

The only claim of record in our office against Porter W. Yett on Contract No. 3770 for grading and paving the Benton County Line-Cheshire Section of the Territorial Secondary Highway in Lane County is a claim for C. S. Williams in the amount of $226.16.

Our previous use of the word, "claims", is a misnomer as the word should have been used in the singular.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

1

ROY TUCHBREITER
PRESIDENT

JOHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO, ILLINOIS

L. G. GREWE, RESIDENT VICE PRESIDENT
B. F. HARRIS, ASSISTANT MANAGER

NORTHWEST BRANCH OFFICE
152 DENNY WAY
SEATTLE 9, WASHINGTON
TELEPHONE MAIN 7410

WARNER M. BRUCE, MANAGER
SURETY DEPARTMENT

March 10th, 1954

3776

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Re: Bond 921917 - Porter W. Yett
to State of Oregon - grading
& paving Territorial Highway
Benton County line

We thank you for status report showing completion of job with a final contract price of $167,467.96. You state final payment will be "when claims have been satisified and this office notified".

The only claim of which we have a record is a claim of C. S. Williams for $226.16 for damages to grain crops, shown in your letter of December 14th, 1953, to our Home Office in Chicago, of which we have a copy.

Will you kindly advise us of any other claims, what they are and when they will be filed.

Yours very truly,

Warner M. Bruce

Manager Surety Department

WMB/seb

RECEIVED
MAR 11 1954
OREGON
STATE HIGHWAY COMMISSION

cc: W. W. Stiffler

RECEIVED
FOR FILING
FORM E-30 25M 3-51 52319

Mrs. [illegible] McGlinchey, Route 1, Junction [illegible]
[illegible]

[illegible] Referred To:
Maint
Drainage

[illegible]-124 (1)
3770

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1954

1375

SUBJECT: Assignment 1375 - [illegible]

To: Mr. Tom Edwards, Division Engineer
Oregon State Highway Department
Roseburg, Oregon

Dear Sir:

Further reference is made to the complaint of Mrs. [illegible] McGlinchey concerning flooding adjacent to the Territorial Highway in the vicinity of Bear Creek. We have been asked to supply some additional information on this matter and are returning herewith two prints of the vicinity map prepared by Mr. [illegible]. Please return one print along with the following information.

1- What is the origin of the water flowing in the channel on the east side of the highway near the Long Tom River, in the area marked "[illegible]" on the attached print. Does any of this water come from Long Tom River?

2- Is there a channel to the small bridge on High Pass Road just east of our highway.

3- Your report states that the bridges on the High Pass County Road are inadequate in size. What is the size of these openings.

4- Would the installation of a tide gate on the 18 inch culvert near Station 532 be of any benefit

5- The high water elevation immediately upstream from the highway bridge at Station 350 is shown as [illegible]. The high water elevation at the dam on the same stream and only some [illegible] feet upstream is shown as 319.1. This 1.9' difference would indicate that the spillway of the dam is either inadequate for maximum water conditions or that the spillway may not have been entirely open. Do you have any information on this? We believe the construction of this mill pond and the dam would be covered by a permit from the State Engineer and that it may be advisable to refer this phase of the problem to the State Engineer, or suggest to Mrs. McGlinchey that she do so. Mr. Stiffler suggests that you or Mr. [illegible], being more familiar with the conditions, could possibly draft a proposed letter to the State Engineer on this subject if you believe it advisable to act in that direction.

Mr. Stiffler is withholding any reply to Mrs. McGlinchey until the above additional information is available for study.

Very truly yours,
W. W. Stiffler, Maintenance Engineer
John A. Bond
By John A. Bond
Assistant Maintenance Engineer

NOTED
W. W. STIFFLER

[illegible]
Enclosure
CC: W.W. Stiffler

Date: February 2, 1954 ASSIGNMENT No. 1375
By Wws

Description: **Letter from Mrs. Charles McGlinchey, Route 1, Junction City, dated February 2, 1954, relative to a drainage condition** on the new section of the Territorial Road between the High Pass Road and Highway 36.

Acknowledged by ----- Referred to **Mr. L. R. Chandler**

XX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ------------------------
------------------------ Signature

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Assignment executed March 8 - 54 Report received -------

Remarks:

Hold

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 194

SUBJECT:

To:

W. W. Stiffler
Asst. State Highway Engineer
State Highway Department
OFFICE

Dear Sir:

We return herewith your Assignment #1375, together with the letter of Mrs. Chas. M. McGlinchey, Route 1, Junction City.

Mrs. McGlinchey complains that the construction of the new section of the Territorial Route between the High Pass Road and Highway 36 has had a detrimental affect on drainage at their property nearby.

We give you herewith a report from Mr. Tom Edwards, together with prints showing the area and photo copies of a profile made for this report. Mr. Edwards reports that the source of the waters flooding the McGlinchey property is from the west, that the flooding condition is aggravated by inadequate openings in the High Pass County Road and by a dam in the channel of Bear Creek which has been placed there to form a mill pond.

The McGlinchey home was started after the construction for the highway improvement in this area had been made, and Mr. Edwards believes this construction has reduced flooding rather than aggravated it at their house. In January, of 1953, prior to any work on the highway, water flooded the McGlinchey property at an elevation of 316.5 feet. This being .2 feet above the highest ground on the property. He advises that Mrs. McGlinchey has been contacted and advised that any relief appears to be by action of Lane County and some construction at the Mill Pond Dam to permit free flow of the creek.

We concur with Mr. Edwards's conclusion and suggest that the lady be advised that our construction has not aggravated the situation, and that we feel we have no obligation in the matter.

Very truly yours,

E. A. Collier
Maintenance Engineer

By L. R. Chandler

LRC:ab

L. R. Chandler
Asst. Maintenance Engineer

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon

March 1, 1954

SUBJECT: Assignment No. 1375 WWS

To:

L. R. Chandler
Maintenance Office Engineer

Dear Sir:

Reply is made to your letter of February 5 concerning the complaint of Mrs. Charles McGlinchey, Route 1, Junction City, having to do with the flooding of private property on the Territorial Road between the High Pass Road and Highway 36.

I attach hereto a sketch of the area and a profile showing the elevations of the highway at that point. You will note that the high water elevations have been quite thoroughly taken, as well as the ground elevations in the area.

Some years ago the area on the easterly side of the Territorial Highway was flooded by overflow from the Long Tom River. This has been corrected by dikes placed by the Army Engineers, as shown on the attached sheet.

The source of waters flooding the McGlinchey property is from the west. The condition is aggravated by inadequate openings in the High Pass Road, which is a County Road, and by dam in the channel of Bear Creek, which is placed to form a mill pond.

The McGlinchey home was started after the contracting of the highway improvement in this area, and our construction has, in effect, aided the McGlinchey property in reducing flooding, rather than inducing highwater. In January of 1953, prior to any work on the highway, the elevation of the water which flooded the McGlinchey property was 316.5. The highest elevation of ground around the McGlinchey house is 316.3.

We have contacted Mrs. McGlinchey and discussed this matter with her and advised her that the proper relief appears to be by action of Lane County in increasing the size of the bridges at High Pass Road, and the removal of,

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

SUBJECT:

To: L. R. Chandler   -2-   March 1, 1954

or by-passing of, the dam immediately above the main Bear Creek Bridge to permit free flow and drainage of water.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

TE: gb

cc J. F. Putnam

Feb. [illegible] 1954

State Highway Engineer,

Salem, Oregon.

Dear Sir,

With regard to the new section of the Territorial Road between the High Pass road and Highway 36.

Last week Bear Creek overflowed at the High Pass end. It poured across our property where we are building a new house. This is the second time since we moved here December 4th 1953. And it is not doing the foundation any good.

Before this highway was raised last year our land at this point was higher than the road and when the creek was in flood it ran westward over the road. Now with the road being higher it fills our property and continues on through to the High Pass road.

Your highway department has a culvert running east and west about twenty yards south of the High Pass to carry the water over to the west side and so on down past Gravilles mill pond to the main channel.

This last time water was so high on the west side that it ran the wrong way back through your culvert into Miller's land on the east side.

On Jan. 28th I called at your Eugene office and they told me they had been out to see where the water had washed out the shoulder of the new road on the east side, from our property line to the junction of the two roads.

They also noted that the culverts were running the wrong way.

Neighbors in this area have also noted that the flooding was much worse since the highway was raised, than it used to be, not only with the high rise on Jan. 28 but the one a few weeks ago was just as bad.

Your Eugene office believes that if Gravilles mill pond was lowered two feet that this flooding could be helped quiet a bit. The new highway was supposed to help the flood conditions at the junctions of these two roads but now only a jeep can get through to go up the High Pass.

Does Mr. Graville have the right to dam up the stream this way? If he does, do we not have the right to make a fill where the water first enters our property at the second bridge, thus making all water stay on the west side. If we do this the flooding conditions at the junction will be worse. Since the new highway was put in, the water coming under this bridge just tears through at this point, and if allowed to go on will cut the ruts in our land that much deeper. We can not understand why the road was not filled in on the west side so as to eliminate it coming on our place at all. The main channel is on the west side not ours.

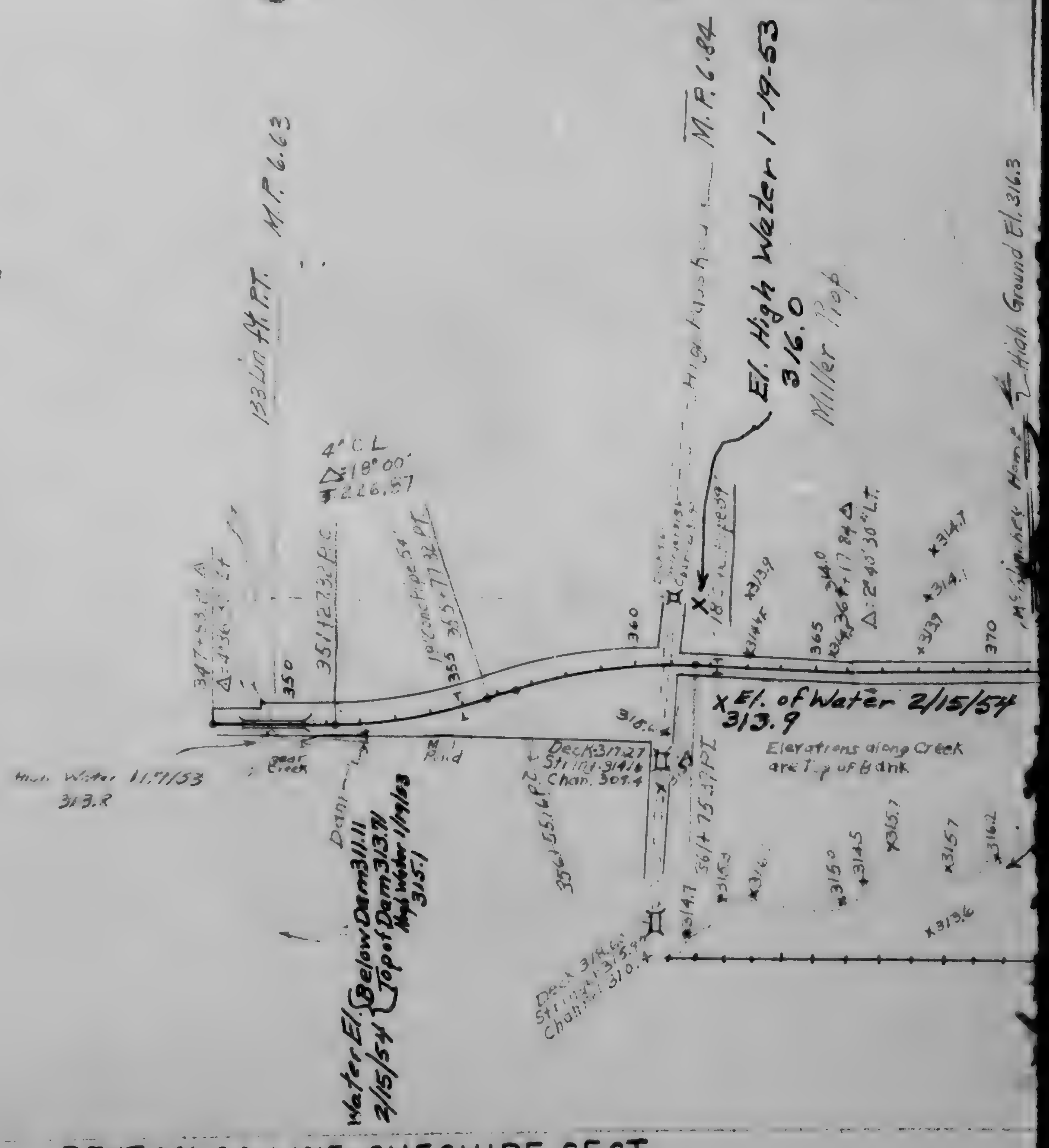
Trusting that you might be able to help remedy this situation,

I remain

Yours sincerely,

Mrs. Charles McGlinchey

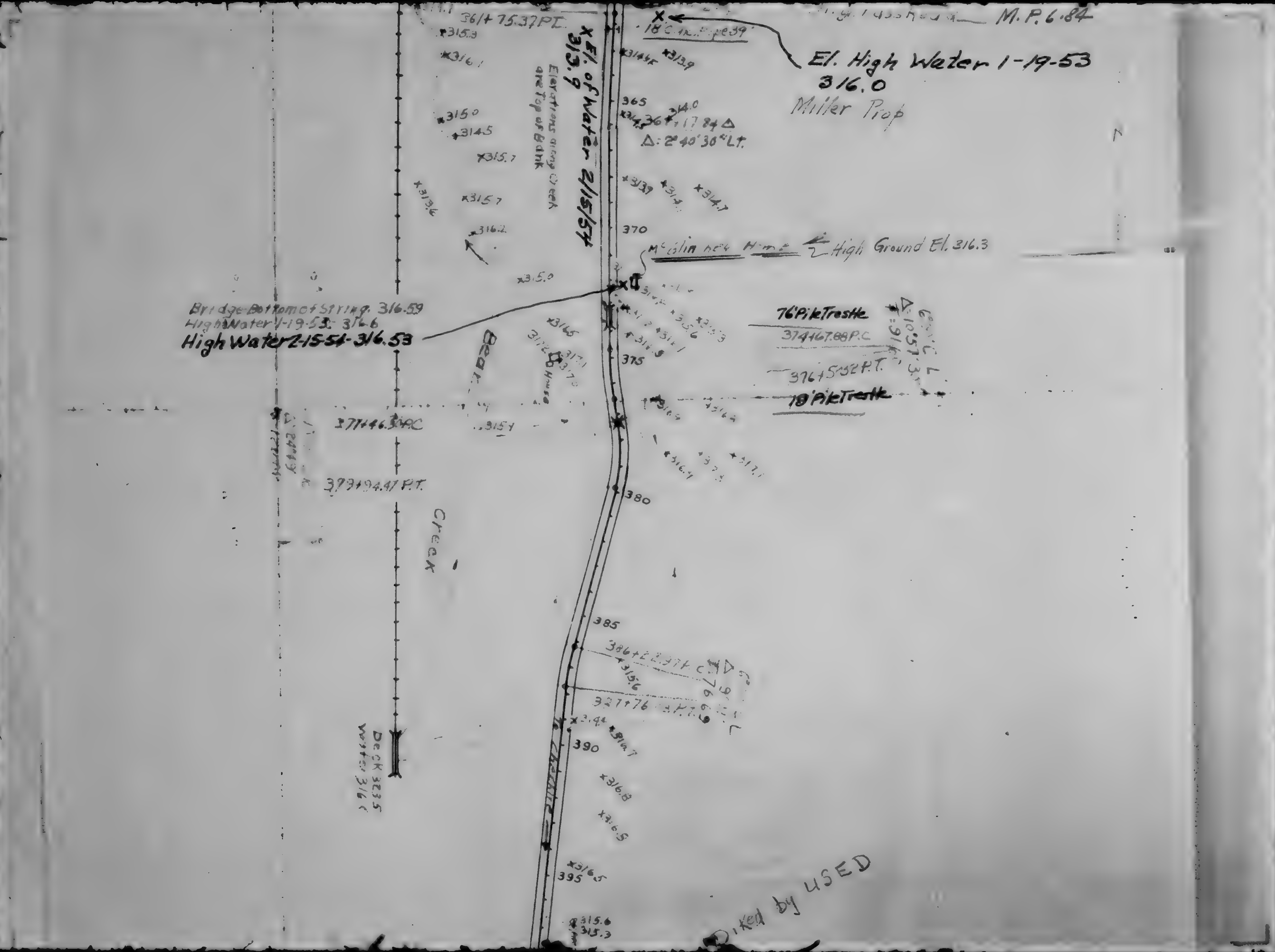
Rt. 1 Junction City

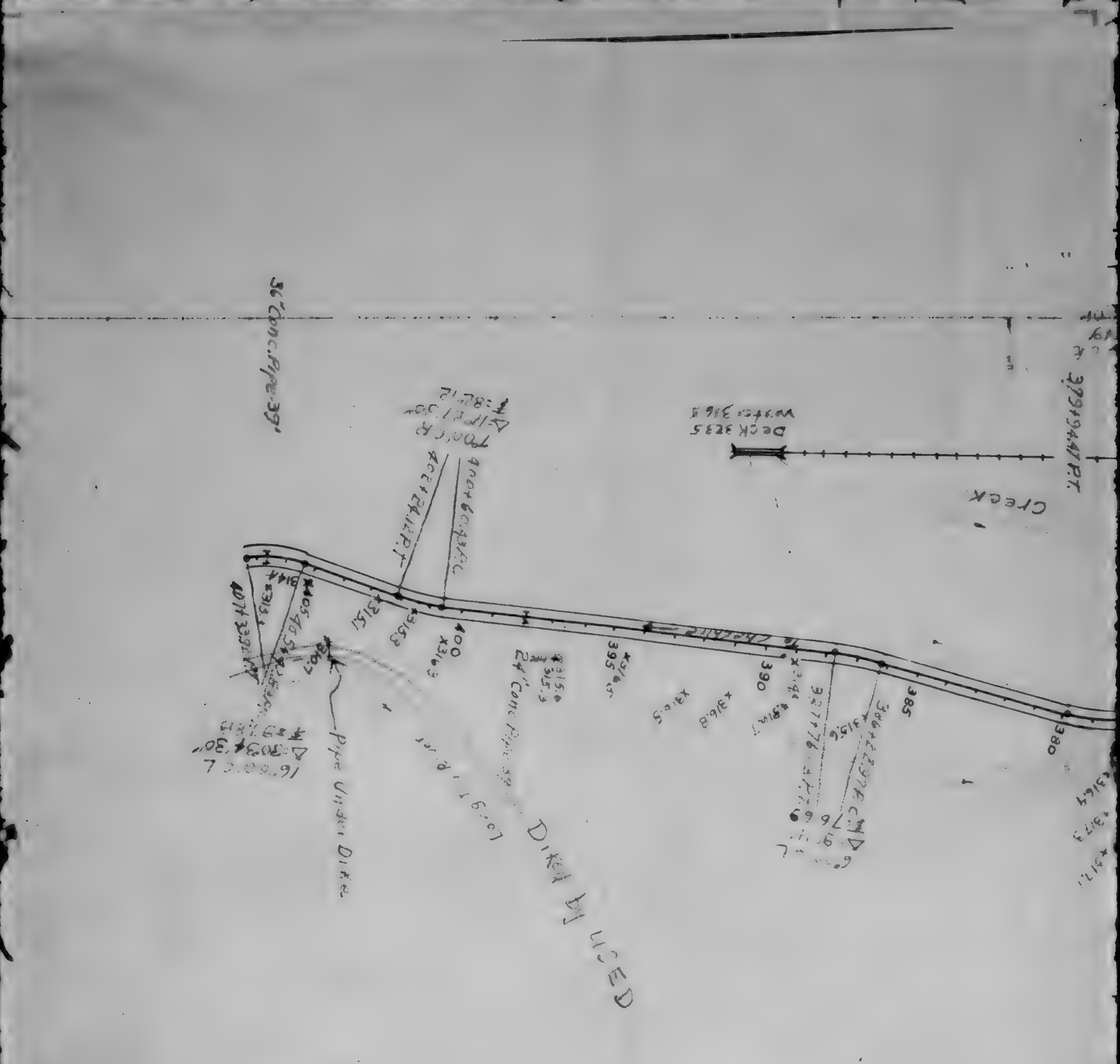


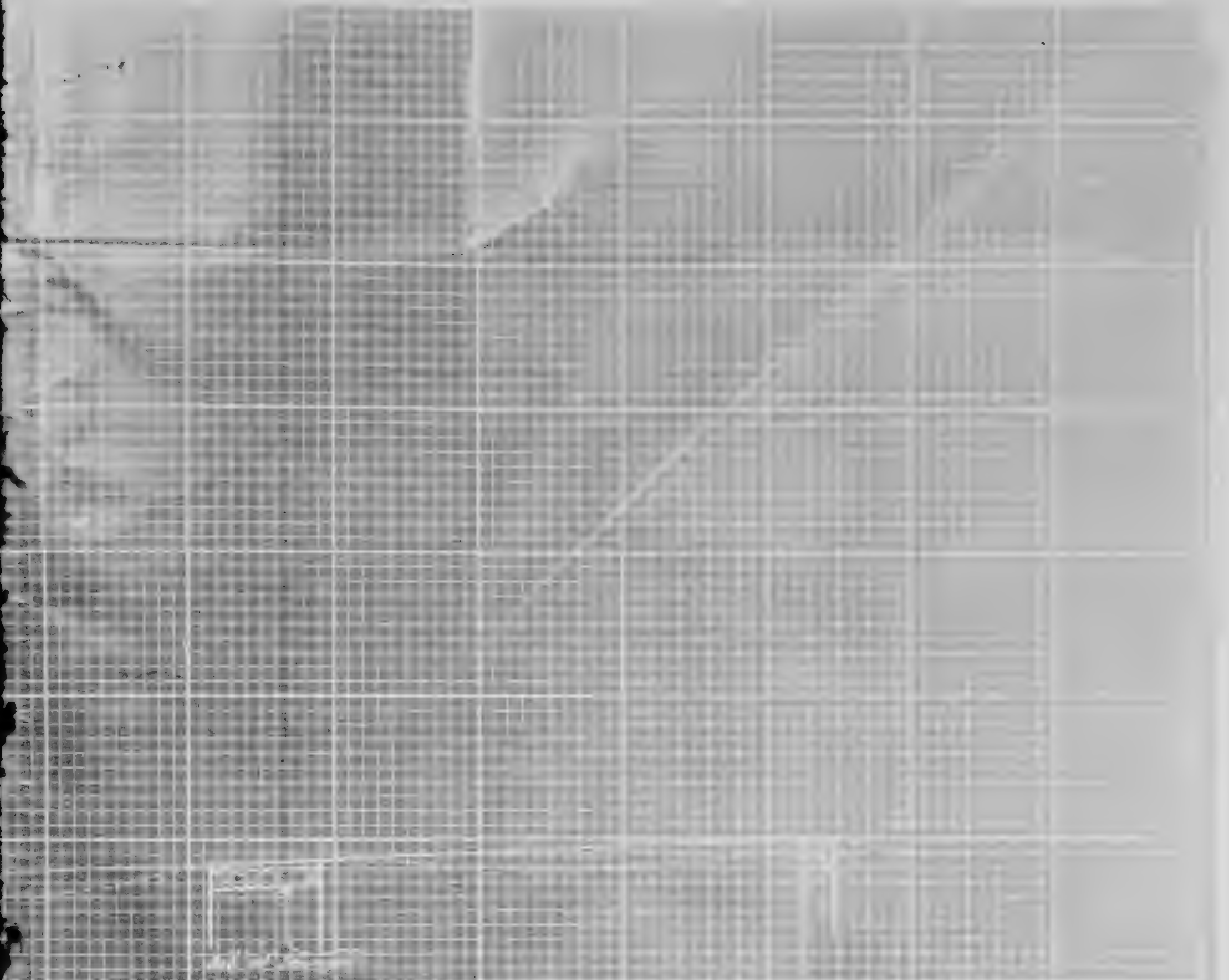
BENTON CO. LINE-CHESHIRE SECT.
TERRITORIAL HIGHWAY
LANE CO.

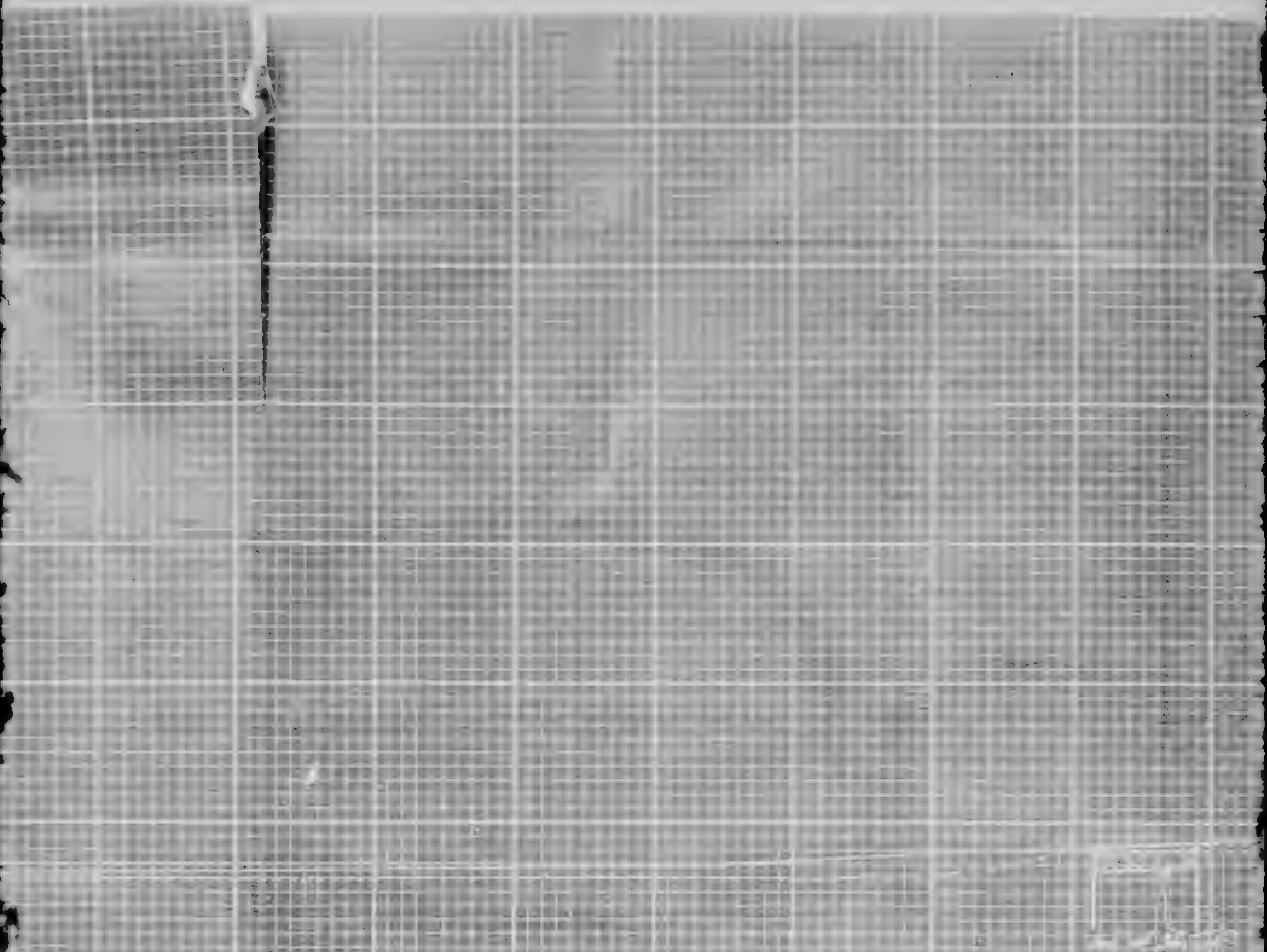
Sketch Map of Bear Creek Channel-Vicinity
of High Pass Road
Scale: 1"=400'

J.F. Putnam-Res. Eng'r.   February-1954

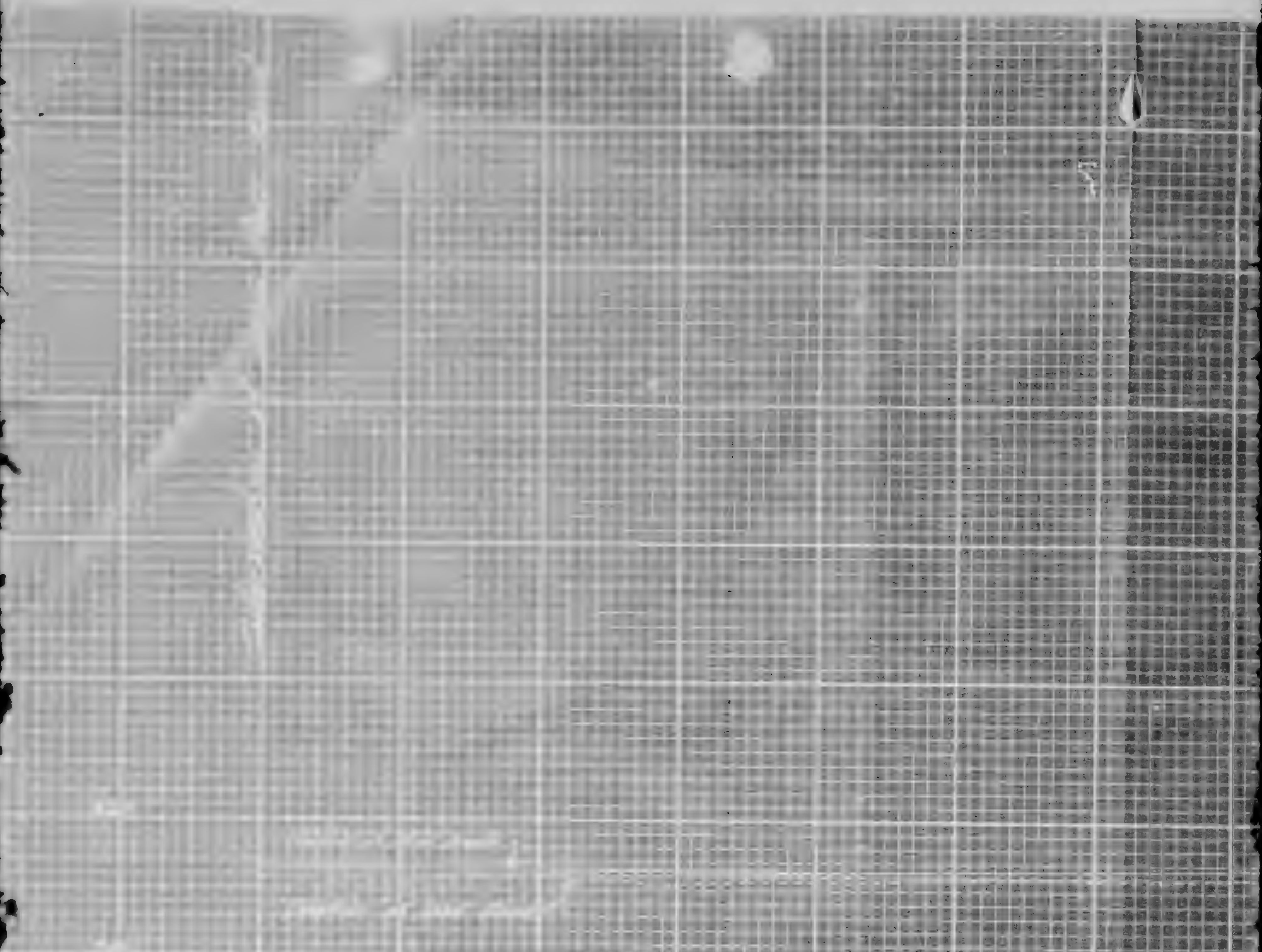

M.P. 6.84
El. High Water 1-19-53
316.0
Miller Prop
18" C. ... Pipe 39'
361+75.37 P.I.
x El. of Water 2/15/57
313.9
Elevations along Creek are Top of Bank
x315.9
x316.1
x315.0
x314.5
x315.7
x313.6
x315.7
x316.2
x315.0
x314.4
x313.9
365
314.0
361+17.84 Δ
Δ: 2°40'30" Lt.
x313.9
x314.7
370
McGlin new Home
High Ground El. 316.3
Bridge Bottom of String. 316.59
High Water 1-19-53 316.6
High Water 2-15-54 - 316.53
x316.5
House
375
76' Pile Trestle
374+67.88 P.C.
376+5.32 P.T.
18' Pile Trestle
Δ: 10°57'
377+46.34 P.C.
379+94.47 P.T.
x315.7
x316.4
Creek
380
385
386+22.97 P.C.
387+76.8 P.T.
x315.6
390
x316.8
x316.5
395
x316.5
x315.6
x315.3
Deck 323.5
Water 316.6
Diked by USED


36" Conc. Pipe 39'
Deck 323.5
Water 316.1
379+94.47 P.T.
Creek
Δ=11°21'30"
T=82.12
400+60.43 P.C.
401+24.22 P.T.
315.1
315.3
400
316.3
24" Conc. Pipe 39'
315.0
315.3
395
316.5
390
316.5
316.8
385
380
386+22.97 P.C.
387+76 P.T.
315.6
314
Δ=30°34'30"
T=39.83
405
407+33.2
313
314
310.7
Pipe Under Dike
Diked by USCED





Creek



[illegible]

[illegible]

RECEIVED
FOR FILING
1240

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 1, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3770	7-final	PORTER W. YETT

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1454	R-86091	$ 4,298.46	1/26/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: to Nov. 10, 1953 without penalty

Completion Date: Sep. 18, 1953

Date Accepted: Oct. 29, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-17-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD
3-17-54

Monroe, Oregon
Jan 21, 1954

2-124(1)

Oregon State Highway Dept.
H.B. Glaisyer, Secretary
Salem, Oregon.

Dear Sir:

In answer to your inquiry on Porter W. Yett's contract #3770, in regards to growing crop damages suffered by me.

The claim against Porter W. Yett has not been satisfied.

Truly yours,
C.S. Williams,
Monroe, Ore. Rt. 1

NOTED
H. B. GLAISYER

NOTED
F. QUERY

RECEIVED
JAN 19 1954
FOR FILING

[illegible]

3770

January 18, 1954

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3770 for work performed on the Benton County Line-Cheshire Section of the Territorial Highway in Lane County was completed by the contractor, Porter [illegible]. Yett, on September 18 and was formally accepted by the Highway Commission on October 29, 1953.

Final payment in the amount of $4,998.46 will be released to the contractor on or after January 28, 1954. The total contract amount is $167,467.96 and no force account work was performed on the project.

There is a claim filed against this contract by the attorney for [illegible] Williams for damage to growing crops in the amount of $226.16, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JAN 19 1954
FOR FILING

9-134(1)

3770

January 18, 1954

Mr. C. S. Williams

Monroe, Oregon

Dear Sir:

We have on record in this office a claim filed by you against Porter W. Yett in connection with his contract No. 3770, covering the Benton County Line-Cheshire Section of the Territorial Highway in Lane County. This claim is for damage to growing crops in the amount of $226. 16.

Kindly advise us immediately as to whether or not this claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

ROY TUCHBREITER
PRESIDENT

JOHN HENRY
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY
GENERAL OFFICE CHICAGO, ILLINOIS

OFFICE OF
VICE PRESIDENT
AND
SECRETARY

Files P

RECEIVED
FOR FILING

5-124 (1)

3770

December 18, 1953

NOTED
F. QUERY

Honorable H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

I thank you for your letter of December 14 advising us that a claim had been filed with the Secretary of State by Mr. C. S. Williams against Porter W. Yett. I appreciate your courtesy in sending us a copy of this claim.

Yours very truly,

John A. Henry

JAH:mm

Lewis

RECEIVED
DEC 16 1953
FOR FILING

3-1140

3770

December 14, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by C. S. Williams against Porter W. Yett. The claim is for $226.16 for damages to grain crops incurred during the contractor's operations on the Benton County Line-Cheshire Section of the Territorial Secondary highway in Lane County, known as State Highway Contract No. 3770.

We provide this information as your Company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Warner M. Bruce
152 Denny Way
Seattle 9, Washington

Tate, Westenfelder and Berg, Inc.
Wilcox Building
Portland 4, Oregon

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland 13, Oregon

[illegible]

12-14-53

~~C~~OPY

NOTICE UNDER SECTION 98-101 O.C.L.A.

To: Oregon State Highway Commission and Secretary of State
of the State of Oregon, Salem, Oregon

Notice hereby is given that the undersigned C. S. Williams, has a claim for $226.16 damage done to growing crops of oats on 30 acres, wheat on 24 acres and vetch on 42 acres, done by livestock from the pasture of Gregory Strode as a result of the negligence of the employes of Porter W. Yett, in repeatedly leaving a gate open during the months of July and August, 1953, while Porter W. Yett was grading and paving under contract from the Oregon State Highway Commission on the Benton County line-Cheshire section of the Territorial secondary highway near the North line of Lane County, Oregon.

Signed this 5th day of December, 1953.

C. S. WILLIAMS
C. S. Williams

ENDORSED
File No. 3431
Filed Dec. 9, 1953
EARL T. NEWBRY, Secretary of State

Lewis

RECEIVED
DEC 16 1953
FOR FILING

[illegible]

3770

December 14, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Edith Libby, Clerk
Records Division

Dear Sir:

We acknowledge with thanks your letter of December 9 to which was attached three copies of a claim filed with your office by C. S. Williams against Porter W. Yett.

This claim is in the sum of $226.16 incurred on what appears to be State Highway Contract No. 3770, your file No. 3431.

Respectfully yours

Secretary

FAQ:md

NOTED ON CARD
12-17-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 9, 1953

3770

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from D. T. Bayly, Eugene, Attorney, and filed as of this date a notice of claim by C. S. Williams, for damage done to growing crops against the bond taken from Porter W. Yett, Principal, for grading and paving under contract from the Oregon State Highway Commission on the Benton County line-Cheshire section of the Territorial secondary highway near the North line of Lane County, Oregon, our file No. 3431.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

12-9-53

RECEIVED
NOV 19 1953
FOR FILING

3-1[illegible](1)

3770

November 17, 1953

Mr. Porter W. Yett
6500 Ainsworth Ave.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 29, 1953, had under discussion your request for an extension of time from August 31 to November 10, 1953 within which to complete your contract No. 3770, covering the Benton County Line-Cheshire Section of the Territorial Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

James F. Putnam,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
OCT 26 1953
FOR FILING

3-1216)
3770

October 23, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter W. Yett in connection with contract No. 3770, covering the Benton County Line-Cheshier Section of the Territorial Highway in Lane County.

This payment, in the amount of $23,672.13, will be released to the contractor on or after November 2, 1953. The retained percentage is $5,024.83.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate,Westenfelder & Berg,Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
10-23-53 gl

RECEIVED
FOR FILING

October 22, 1953

Request for extension of time
No. 20
October 29 and 30 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Porter W. Yett for an extension of time on the Benton County Line-Cheshire Section of the Territorial Highway, Contract No. 3770, from August 31, 1953 to November 10, 1953.

Because of extremely wet weather this spring the contractor suffered an approximate 45-day delay which he normally would not have anticipated. The project was completed in good order on September 18, and I would recommend extension to that time without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in that recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:js fp

cc Mr. H. G. Smith

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 11, 1953

Section Benton County Line - Cheshire

Kind of work Grading and Paving

Highway Territorial

Section prefix 120-1078

Contractor Porter W. Yett

Contract number 5770

Date of contract July 22, 1952

Date of completion August 31, 1953

Date work started April 28, 1953

Estimated date of completion Sept. 18, 1953

Amount of ~~contract~~ Auth. less Engr. $194,820.92

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering (Engr. $14,914.52) $177,063.90

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $15,420, 103.4 %

Date project was completed Sept. 18, 1953, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Two men in office on final records.

Semifinal estimate will be sent to Division Office Monday.

Final Report

	Station	Plan	Final
Exc	107+56.6 - 455+92	9,054	7777.2
Emb	" "	7,713	6,444

NOTED
FORREST COOPER

Signed J F Putnam

Address 2191 East 15th St. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.60	6.53			6.53
Miles partially completed					
Miles completed	2.60	6.53			6.53
Total estimated quantities	7777.2	61,051.5 C.Y.			12,690.93 T.
Estimated quantities moved or placed to date	"	"			"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Rain		
Saturday			

State Printing 53382

RECEIVED
1953
FOR FILING

September 23, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Re: Oregon Project S-124 (1),
Benton County Line-Cheshire
Time Extension

Dear Sir:

In requesting your concurrence for an extension of time on the subject project, we perhaps did not give you all the information that should have been submitted to you.

We called for bids on this project and awarded the contract on May 27, 1952, with no thought in mind that the project could be completed during the current year, providing a time limit of August 31, 1953. The purpose of awarding the contract at that time was so that the contractor would have ample opportunity during the fall and winter months to obtain and stockpile necessary surfacing materials, but the contractor was advised that we did not wish the existing highway torn up and left in unsuitable condition for traffic during the winter months. While it would appear that we let the contract considerably in advance of the time that bids should be called, we nevertheless expected no work on the project until the spring of 1953.

When the spring of 1953 arrived, the weather conditions were abominable, and the contractor was delayed at least two months in beginning work on the project. The actual completion date of the contract was September 18, which was an overrun of only 18 days. We feel that the contractor is entitled to this nominal extension of time without penalty, and we further believe that he did remarkably well to complete the job with such a short overrun of the time limit, considering weather conditions during the spring and early summer of 1953.

The 18 days' overrun is not of sufficient importance to make an issue, as the engineering costs, in which you would not share, would be of small moment, but we do believe that concurrence of the Bureau of Public Roads in time extensions should be granted unless there are reasons of negligence or omissions of prosecution of progress on the part of the contractor.

If you do not wish to reopen this matter we will act in accordance with your letter of September 18, but we wish this letter made a matter of record.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith

By: W. C. Williams
Assistant State Highway Engineer

WCW:me

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 18, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-124(1),
Benton County Line-Cheshire
Time Extension

Dear Sir:

Reference is made to your letter dated September 16, 1953, requesting an extension of time, subject project, from August 31, 1953 to November 10, 1953.

Records of this office indicate that, although award of contract was made on July 22, 1952, the contractor performed no work on this project until April 28, 1953, thus failing to take proper advantage of a considerable portion of the 1952 construction season.

Under these circumstances, we feel that our approval of the request, without penalty, would not be justifiable. We therefore, find ourselves unable to concur.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

completed Sept 18

RECEIVED
SEP 21 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 2[illegible] 1953
FOR FILING

-124
3770

September 22, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 18, 1953 on Contract No. 3770, Benton County Line-Cheshire Section, in Lane County, in connection with Federal Aid Project No. S-124 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HBP:ac

cc: John Cattrall

RECEIVED
SEP [illegible] 1953
FOR FILING

[illegible]

3770

[illegible]

September 21, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from Mr. C. W. Williams of Monroe, Oregon, in which he states that he has a claim in the amount of $226.16 against Porter W. Yett on what appears to be State Highway Contract No. 3770 for grading and paving the Benton County Line-Cheshire Section of the Territorial Secondary Highway in Lane County. Mr. Williams states that due to gates being left open by the contractor's personnel that his grain was damaged by livestock.

This information is furnished as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Warner M. Bruce
152 Denny Way
Seattle 9, Washington

Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland 13, Oregon

9-21-53

Lecoro

RECEIVED
FOR FILING

September 21, 1953

Mr. C. S. Williams

Monroe, Oregon

Dear Mr. Williams:

This is in reply to your letter of September 16th concerning stock damage to your grain in the amount of $226.16 in connection with the operations of Mr. Porter W. Yett's contract for grading and paving the Benton County Line-Cheshire Section of the Territorial Secondary Highway in Lane County.

You are correct in your assumption that claims against contracts should be filed with this office. Also, you might file your claim with the Secretary of State if you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission. As of this date the contract has not been completed.

For your information we have attached an excerpt from the Oregon Laws outlining the procedure necessary for filing with the Secretary of State. In the meantime your claim will be noted in our records and we will advise the contractor and the contractor's surety that your claim has been received.

The performance bond on this job was furnished by the Continental Casualty Company through Tate, Westenfelder and Berg, Inc., Wilcox Building, Portland 4, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
9-21-53

Monroe, Ore.
Sept. 16, 1953

Dear Sirs; 3770

I am with the understanding that damage claims against contractors on State road jobs, should be sent to the state as well as to the contractor.

I have a damage claim against Porter W. Yett & Son, filed 6 weeks ago for stock damage to my grain in the amount of $296.16. As yet have had no action on it.

The road crew, working on the Territorial road from south Benton county line to Cheshire, let the stock of Gregory Streda out at least five times by failure to close gates. They were warned at least three times.

Yours sincerely,
C. S. Williams.

9-18-53

RECEIVED
SEP 17 1953
FOR FILING

S-124(1)

3770

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Benton County Line-Cheshire Section, Contract #3770, Oregon S-124(1), from August 31st, 1953, to November 10th, 1953, to Porter W. Yett, contractor.

Under normal weather conditions the contract would have been completed by the specified date; however, the contractor suffered approximately 45 days' delay due to extremely wet weather this spring.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

H

cc to: H. G. Smith

FORM F-30 25M 8-51 82118

2-1340

5775

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 1, 1953

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

It has been called to my attention by Mr. Williams that lab report 316609 on the Benton County Line-Cheshire Section indicates that there is an excess PI in the material represented by this sample. This is the job that Mr. Baldock recently inspected and noticed materials on the road which were obviously ~~this~~ high in PI.

Will you please take the necessary steps to the end that the quality of materials used in our work is held to the highest possible degree. This, in some instances, will probably take additional inspectors. However, they are justified, as failures caused by sub-standard materials are to be avoided at all costs.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams ✓

RECEIVED
MAY 6 1953
FOR FILING

S-124(1)

3770

April 30, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 28, 1953 on Contract No. 3770, Benton County Line-Cheshire Section, in connection with Federal Aid Project No. S-124 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
APR 21 1953
FOR FILING

[illegible]

3770

April 20, 1953

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

Mr. Williams has advised me as to why work has not been started on Contract No. 3693, the Unity Junction-Mill Creek Section, and Contract No. 3770, the Benton County Line-Cheshire Section.

The Unity Junction-Mill Creek Section is a reoiling project for which the rock was produced by another contractor. The rock contractor was the N. A. Toole Construction Company, and this company fell somewhat behind its schedule in 1952 and was unable to produce the rock for the Unity Junction-Mill Creek Section in time for the oiling contractor to do the oiling work in seasonable weather last year. It was necessary, therefore, to postpone the oiling work until seasonable weather this spring, which should now be within the next month in that locality.

On the Benton County Line-Cheshire Section we perhaps were somewhat at fault in awarding a contract on which we really did not expect any work to be performed until the spring of 1953. This 6.5-mile section consists of grading, surfacing, and paving, and the contract was let so late in the year, July 22, that there was absolutely no chance for the contractor to complete the job that year. As the improvement necessitated tearing up the existing road, any work performed in the fall of 1952 would have caused serious difficulty to traffic during the winter months. Mr. Yett is starting this job this week but has already had a commercial rock-crushing plant producing aggregates for his pavement. This area traverses a rather swampy section, and it has not been possible to start the grading work before this time. We think there is no doubt but that this project will be completed within the sepcified completion date, which is August 31, 1953.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

WCW:me fp

Form PR 1 (Revised 1946)

8 677

State Oregon

Federal Aid Secondary Project No. S-134(1)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of January, 1952, a program, which was approved on the 12th day of February, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 25th day of June, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighteen thousand and 00/100 dollars ($118,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources ____________ (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 107+56.6 in the NE 1/4, Section 9, T-15-S, R-5-W, W.M. and survey station 455+92 in the SE 1/4, Section 10, T-16-S, R-5-W, W.M., except stations 137+65 to 137+88, 240+26 to 240+68, 242+56 to 242+77, 286+05 to 287+15, 348+63 to 350+34, 373+15 to 373+71, and 426+27 to 426+57.

____________, length 6.523 miles, in Lane County, being Oregon Federal Aid/Secondary project No. S-124(1), consisting of 6.523 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

RECEIVED OCT 6 1952

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eighteen thousand and 00/100 dollars ($118,000.00), which does not exceed the authorized Federal pro rata share of one hundred ninety thousand, eight hundred eighty-four and 65/100 dollars ($190,884.65), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest:
/s/ H. B. Glaisyer
Secretary

(SEAL)

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:
/s/ R. H. Baldock
State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,

By /s/ [illegible]. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
OCT 6 1952
DISTRICT

Oregon State Highway Department

Federal Aid Secondary
Project No. S-124 (1)

BENTON COUNTY LINE-CHESHIRE SECTION OF THE TERRITORIAL HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 18, 1952

Type Code 6201
Roadway (Sta. 107+56.6 to 455+92)

All Required		Clearing and Grubbing	$	$ 5,000.00
330	cu. yds.	Structural Excavation, Unclassified	3.00	990.00
10,000	cu. yds.	General Excavation, Unclassified	0.60	6,000.00
18,900	yd. stas.	Short Overhaul	0.02	378.00
860	C-yd. stas.	Long Overhaul	0.50	430.00
2.60	miles	Roadbed Widening and Shaping	500.00	1,300.00
6.51	miles	Finishing Roadbed and Slopes	250.00	1,627.50
1,600	lin. ft.	Rounding Cutbanks	0.20	320.00
350	lin. ft.	12-inch Concrete Pipe	2.00	700.00
140	lin. ft.	18-inch Concrete Pipe	3.00	420.00
260	lin. ft.	24-inch Concrete Pipe	4.15	1,079.00
120	lin. ft.	36-inch Concrete Pipe	7.50	900.00
100	lin. ft.	Salvaging Culvert Pipe	2.00	200.00
53,600	cu. yds.	Selected Roadbed Topping	0.35	18,760.00
102,000	yd. mi.	Hauling Roadbed Topping	0.12	12,240.00
12,000	cu. yds.	Removal of Overburden	0.15	1,800.00
8,900	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulder	3.00	26,700.00
1,300	M-gals.	Sprinkling	2.50	3,250.00
6.51	miles	Preparation of Base	200.00	1,302.00
750	cu. yds.	3/4" - 0 Material in Binder Course	3.50	2,625.00
120	tons	RC-3 Asphalt in Binder Course	38.00	4,560.00
14,000	tons	Class "B" Asphaltic Concrete	5.60	78,400.00
70	tons	RS-1 Emulsified Asphalt in Seal Coat	41.00	2,870.00
420	cu. yds.	Aggregate in Seal Coat	4.00	1,680.00
		Subtotal		$173,531.50
		10% Engr. & Cont.		17,353.15
		Total		$190,884.65

Length of Roadway	6.523 Miles
Length of 7 Bridges	0.074 Mile (Exception)
Total Length	6.597 Miles
Cost Per Mile	$29,263.32

Federal Funds..	$118,000.00
State Funds..	72,884.65
	190,884.65

State funds for Constr.: Chapter 175, laws 1917; chapter 31, laws 1920; chapter 529, laws 1939.

State funds for Maint.: Chapter 529, laws 1939.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. & E. documents for Oregon Project S-124(1), Benton County Line-Cheshire Section of the Territorial Highway have today been recommended for approval subject to such changes as may be required by our Division office.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

State funds for Constr.: Chapter 175, laws 1917; chapter 31, laws 1920; chapter 529, laws 1939.

State funds for Maint.: Chapter 529, laws 1939.

Federal Aid Secondary
Project No. S-124 (1)

Oregon State Highway Department

BENTON COUNTY LINE-CHESHIRE SECTION OF THE TERRITORIAL HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 6201
Roadway (Sta. 107+56.6 to 455+92)

All Required		Clearing and Grubbing		$ 2,000.00
330	cu. yds.	Structural Excavation, Unclassified	$ 3.00	990.00
10,000	cu. yds.	General Excavation, Unclassified	0.50	5,000.00
18,900	yd. stas.	Short Overhaul	0.02	378.00
860	C-yd. stas.	Long Overhaul	0.50	430.00
2.60	miles	Roadbed Widening and Shaping	1,500.00	3,900.00
6.51	miles	Finishing Roadbed and Slopes	300.00	1,953.00
1,600	lin. ft.	Rounding Cutbanks	0.20	320.00
350	lin. ft.	12-inch Concrete Pipe	2.50	875.00
140	lin. ft.	18-inch Concrete Pipe	3.50	490.00
260	lin. ft.	24-inch Concrete Pipe	4.75	1,235.00
120	lin. ft.	36-inch Concrete Pipe	10.00	1,200.00
100	lin. ft.	Salvaging Culvert Pipe	2.00	200.00
53,600	cu. yds.	Selected Roadbed Topping	0.70	37,520.00
102,000	yd. mi.	Hauling Roadbed Topping	0.15	15,300.00
12,000	cu. yds.	Removal of Overburden	0.30	3,600.00
8,900	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	22,250.00
1,300	M-Gals.	Sprinkling	2.50	3,250.00
6.51	miles	Preparation of Base	200.00	1,302.00
750	cu. yds.	3/4" - 0 Material in Binder Course	3.50	2,625.00
120	tons	RC-3 Asphalt in Binder Course	42.00	5,040.00
14,000	tons	Class "B" Asphaltic Concrete	6.50	91,000.00
70	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	3,150.00
420	cu. yds.	Aggregate in Seal Coat	5.00	2,100.00
		Subtotal		$206,108.00
		10% Engr. & Cont.		20,610.80
		Total		$226,718.80

Length of Roadway	6.523 miles
Length of 7 Bridges	0.074 mile (Exception)
Total Length	6.597 miles
Cost Per Mile, Roadway	$34,366.95

Federal Funds	$140,000.00
State Funds	86,718.80
	$226,718.80

RECEIVED
SEP 25 1952
FOR FILING

S 124(1)

September 24, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Railroad Company
Union Station
Portland 9, Oregon

Your File: 323-3

Dear Sir:

We would prefer to install the advance warning and crossbuck type railroad signs on the Territorial Secondary Highway, your crossings MP-663.25 and 667.21, with our own forces, using the Scotchlite reflectorized type you have signified preference for and which is now our standard.

We purchase the materials in large quantities and, therefore, can make a substantial saving.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WOW:WCW:df me

cc Mr. W. O. Widdows

FORM E-30 25M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 19th, 1952
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Hwy. Engr.
DEPARTMENT

Dear Sir:

The attached letter from Mr. Hopkins is not clear as your letter refers to 2 railroad crossings and both advance warning and crossbuck signs as does Mr. Hopkin's opening paragraph. His estimate, however, third paragraph, quotes 4 signs at $275.00. Each crossing requires 2 advance signs and 2 crossbuck signs or a total of 8 signs for the 2 crossings.

Our costs for Scotchlite reflectorized signs are as follows:

4	Advance signs @ $8.00	$ 32.00
4	Crossbuck signs @ $15.00	60.00
4	6"x 6"x 16" Cedar post @ $8.00	32.00
4	4"x 4"x 10" Cedar post @ $2.00	8.00
10	Hours labor @ $5.00	50.00
	Signs and installation	$182.00

We have special crews for this type of work and for that reason and the fact we can make a substantial saving, I would recommend the installation be made by our forces.

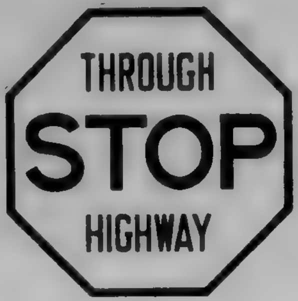
Very truly yours

WOWiddows

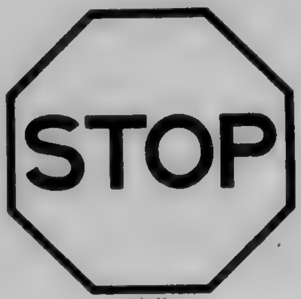
W. O. Widdows
Ass't. Maint. Engineer

WOW:df

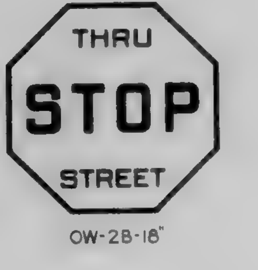
Enclosure



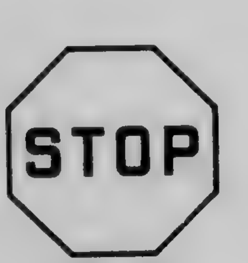
OW-3B-24"



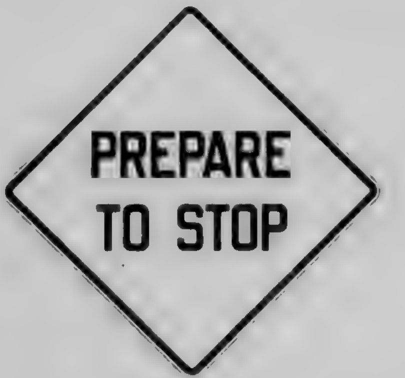
OW 3A 24"



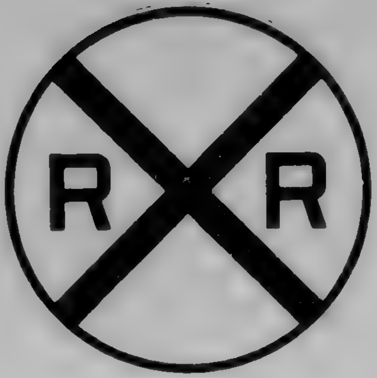
OW-2B-18"



OW 2AX-18"
FLAGMAN'S ALUMINUM

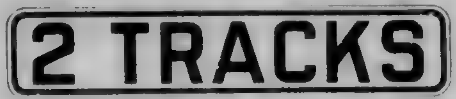


OC-31A-30"

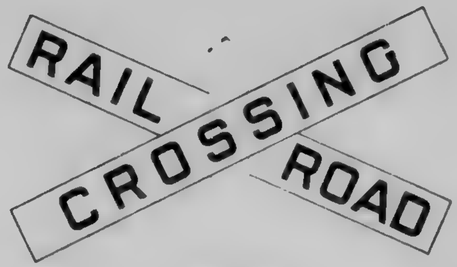


OW 1A 30

2 per crossing

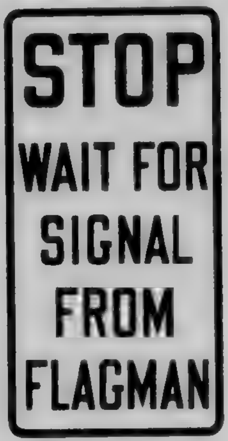


OC-46A-36"

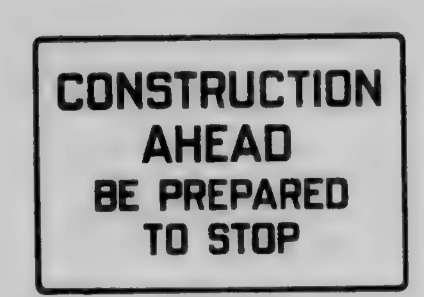


OW-1-BR-72"

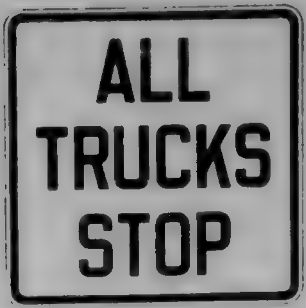
2 per crossing



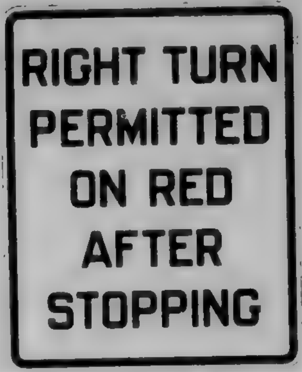
OW-4A-36



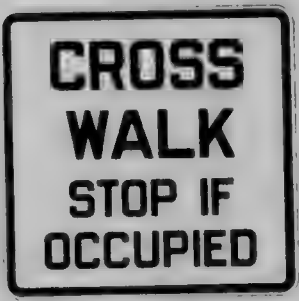
OC-44C-60"



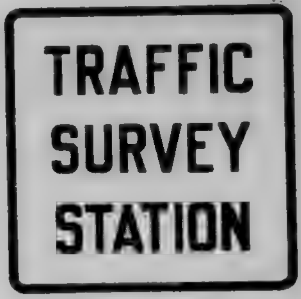
OW-7A-24"



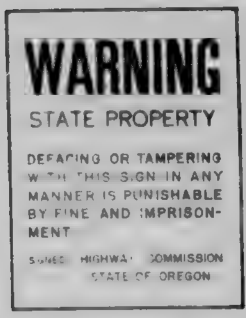
OR-24B-30"



OC-63A-24"



OW-5A-24"



OW-6A-4½"

GNMENT

No. [illegible]
By wcw

Date: Sept. 17, 1952

Description: Letter of Sept. 15 by L. P. Hopkins regarding signs, etc. at two grade crossings in connection with improvement of Territorial Secondary Highway from Monroe to Cheshire in Lane County

Acknowledged by _ _ _ _ _ Referred to _ Widdows ✓ _ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply PLEASE RETURN TO W. C. WILLIAMS _ _ signature
Please prepare for _
_ _

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _ _ _ _

Remarks: Is this OK--if not, prepare draft of reply. WCW

5-51-10M

S-2660

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

September 15, 1952

323-3

Mr. R H Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Attention - Mr. W C Williams

NOTED
W. C. WILLIAMS

Dear Sir:

Yours August 8th relative to placing two reflectorized crossbuck signs and reflectorized advance warning signs at two grade crossings, MP-663.25 and 667.21, West Side Branch, in connection with the improvement of Territorial Secondary Highway from Monroe to Cheshire in Lane County.

We now have authority to place these two crossings in condition to receive pavement which you state you will authorize your contractor to do at no cost to Southern Pacific Company.

As to placing of reflectorized signs, it would be our suggestion that these signs be placed by our company at the expense of the State Highway Commission. Our signs are standard with Scotch light illumination and we can furnish them to the State at $275 for the 4 signs. We prefer this type of sign instead of the button type, which cannot be maintained by us as we have no material of this type to replace them in case of an accident.

We are assembling material and hope to have work done in the very near future for replacing of rail and fixing up track.

Please issue your authority for furnishing and placing of these signs.

Yours truly,

L P Hopkins

RECEIVED
SEP 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

[illegible]

Salem, Oregon
August 21, 1952

Agenda Item 1-B-4

Mr. Forrest Cooper
Right of Way Engineer
Office

Attached hereto is the fully executed original and duplicate copy of a ground lease with Robert Harper, et al., covering the purchase of gravel materials needed for the Benton County Line-Cheshire Section of the Territorial Secondary Highway in Lane County.

Yours very truly,

Secretary

rn
Attach: 2

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

3770

Salem, Oregon
August 8, 1952

Mr. W. O. Widdows
Sign Engineer

Mr. Tom Edwards
Division Engineer

The project recently contracted between Benton County Line and Cheshire includes within its limits three grade crossings and several narrow bridges.

To satisfy federal-aid regulations, it will be necessary to provide reflectorized advance warning signs and reflectorized cross-buck signs at each grade crossing not already so protected, and narrow bridge warning signs at each narrow bridge.

Will you gentlemen see that the required signs are in place before the Benton County Line-Cheshire Project is completed? The specified completion date is August 31, 1953.

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
AUG 14 1952
FOR FILING

August 8, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Railroad Co.
Portland, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck signs and reflectorized advance warning signs at two grade crossings of your Southern Pacific Railway Branch Line with our Territorial Secondary Highway, leading from Monroe to the town of Cheshire in Lane County, Oregon.

The crossings are 3.93 miles and 8.02 miles south of the town of Monroe.

May we have your consent to make these installations with the understanding that the maintenance of the reflectorized cross-buck signs after installation will be the responsibility of your company as provided in the P.U.C. order mentioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JAH/sc

RECEIVED
FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The route sketch map for Oregon FAS-124, Monroe-Cheshire in Benton and Lane Counties, is approved today submect to the following conditions:

1. That the railroad grade crossings within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

2. That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

Our objection to the use of the existing alignment involving the railroad grade crossings is withdrawn because of information in your June 24, 1952, letter to the District Engineer.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

NOTED
W. C. WILLIAMS

RECEIVED

RECEIVED
AUG 6 1952
FOR FILING

3770

August 5, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth Ave.,
Portland 13, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3770, which was awarded to you on July 22, 1952 by the State Highway Commission, covering grading and paving on the Benton County Line-Cheshire Section of the Territorial Highway in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the Surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

Recorded 8-5-52
rn

RECEIVED
1952
FOR FILING

AGENDA
AUG 18 1952

3770

July 22, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission on July 10th accepted your proposal for grading and paving on the Benton County Line-Cheshire Section of the Territorial Secondary Highway in Lane County, for the sum of $173,531.50, and on the same day awarded contract No. 3770 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - W. H. Fransw
H. G. Smith
S. H. Probert
Goldie Lewis

Set confirmed

5 + C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 22, 1952
2:45 p.m.

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland 13, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for grading and paving the Benton County Line-Cheshire Section of Territorial Secondary Highway in Lane County for which you submitted low bid on July 10. Contract forms will be mailed you shortly for execution.

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

S 124(1)

3770

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1952

SUBJECT: Benton County Line-Cheshire Section
Territorial Highway, Lane County

To:
Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The right of way for this project has now been all acquired, and, as far as this department is concerned, the contract may be awarded.

Very truly yours,
R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:mb

RECEIVED
JUL 23 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

S 124(1)

3770

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1952

SUBJECT: Benton County Line-Cheshire Section
Territorial Highway, Lane County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

The right of way for this project has now been all acquired, and, as far as this department is concerned, the contract may be awarded.

Very truly yours,

R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:mb

RECEIVED
JUL 23 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 22, 1952

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-124 (1), Benton County Line-Cheshire Section of the Territorial Highway in Lane County, we hereby concur of this date in award of contract to Porter W. Yett of Portland, Oregon, low bidder in the amount of $173,531.50 at the July 10, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

NOTED
W. C. WILLIAM

(Copy sent to Mr. Probett)

RECEIVED
JUL [illegible]
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1952
FOR FILING

July 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Benton County Line-Cheshire Section of the Territorial Secondary Highway in Lane County, Project S-124 (1), to Porter W. Yett of Portland, Oregon, on the basis of the bid of $173,531.50 submitted by him on July 10, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

BrI-131(14) Rock Point-Blackwell Hill 1952
Sec., Pacific Hwy. near
#3771 Gold Hill

RECEIVED
AUG 24 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 18, 1955

SUBJECT:

NOTED
W. C. WILLIAMS

To: Forrest Cooper
Assistant Construction Engineer

NOTED

Dear Sir:

Right of way fence on the Rock Point-Blackwell Hill Section was constructed by the property owner, Mr. Thompson, and in construction he installed gates at various places. Prior to completion of the cattle passes these gates were necessary for Mr. Thompson's use.

Upon completion of the cattle passes and prior to opening of the road to traffic we constructed woven wire fences on the right of way in front of the gates to render such gates useless. These fences are still in place.

Very truly yours,

A. L. Severson
for Tom Edwards
Division Engineer

TE:gb

Mr. Williams:

This is in response to Mr. Baldock's request that we investigate apparent unauthorized gates on the Rock Point-Blackwell Hill Section.

Forrest Cooper

RECEIVED
1955
OFFICE OF

NOTED

RECEIVED
AUG 18 1955
FOR FILING
FORM E-30X 37½ 3-54 73730

[illegible]
3771

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17th, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

Will you please give me a report on a so-called unauthorized gate in the right of way fence on the Rock Point-Blackwell Hill Section.

Mr. Baldock noted a gate on his recent inspection trip.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
AUG 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 17 1955
FOR FILING

December 3rd, 1954

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Rock Point-Blackwell Hill Section
Contract #3771
Central Heating Co. and F. L. Somers
A. L. Chapman, Resident Engineer

Pacific Highway
Prefix 15-1026-201(41)

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All	100%	$20,082.75	$41,600.00	$ 20,082.75	$ 41,600.00
Struct. Excav. Unclass.	Cu. Yd.	2,634.58	2.69	3.00	7,107.88	7,903.74
Trench Excav. Unclass.	" "	761.89	2.56	3.00	1,952.04	2,285.67
General Excav. Unclass.	" "	367,499.9	0.595	0.65	218,986.02	238,874.94
Short Overhaul	Yd. Sta.	1,109,103	0.013	0.015	15,251.37	16,636.55
Long "	C-Yd. Sta.	39,610.9	0.458	0.50	18,156.47	19,805.45
Finishing R/B & Slopes	Mile	4.68	952.14	2,000.00	4,456.02	9,360.00
Rounding Cut-banks	Lin. Ft.	12,145	0.19	0.20	2,369.41	2,429.00
12" Concrete Pipe	" "	1,101	1.53	2.00	1,693.80	2,202.00
18" " "	" "	2,256	2.85	3.00	6,437.11	6,768.00
24" " "	" "	81	3.76	4.00	305.23	324.00
30" " "	" "	282	6.39	7.00	1,802.39	1,974.00
48" Corr. Metal Pipe	" "	24	16.67	20.00	400.05	480.00
84" Corr. Metal Pipe, Uncoated	" "	260	45.80	50.00	11,908.52	13,000.00
108" Sect. Plate Pipe	" "	150	65.81	70.00	9,871.89	10,500.00
156" Sect. Plate Pipe	" "	96	87.73	95.00	8,422.62	9,120.00
58" Arch Type Corr. Metal Pipe	" "	220	18.99	20.00	4,177.85	4,400.00
12" Corr. Metal Siphon Pipe	" "	1,210	4.27	4.50	5,177.02	5,445.00

RECEIVED
JAN 17 1955
FOR FILING

December 3rd, 1954

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Rock Poin[illegible]ckwell Hill Section
Contract #3771

Central Heating Co. and F. L. Somers
A. L. Chapman, Resident Engineer

Pacific Highway
Prefix 15-1026-201(41)

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All	100%	$20,082.75	$41,600.00	$ 20,082.75	$ 41,600.00
Struct. Excav. Unclass.	Cu. Yd.	2,634.58	2.69	3.00	7,107.88	7,903.74
Trench Excav. Unclass.	" "	761.89	2.56	3.00	1,952.04	2,285.67
General Excav. Unclass.	" "	367,499.9	0.595	0.65	218,986.02	238,874.94
Short Overhaul	Yd. Sta.	1,109,103	0.013	0.015	15,251.37	16,636.55
Long "	C-Yd. Sta.	39,610.9	0.458	0.50	18,156.47	19,805.45
Finishing R/B & Slopes	Mile	4.68	952.14	2,000.00	4,456.02	9,360.00
Rounding Cut-banks	Lin. Ft.	12,145	0.19	0.20	2,369.41	2,429.00
12" Concrete Pipe	" "	1,101	1.53	2.00	1,693.80	2,202.00
18" " "	" "	2,256	2.85	3.00	6,437.11	6,768.00
24" " "	" "	81	3.76	4.00	305.23	324.00
30" " "	" "	282	6.39	7.00	1,802.39	1,974.00
48" Corr. Metal Pipe	" "	24	16.67	20.00	400.05	480.00
84" Corr. Metal Pipe, Uncoated	" "	260	45.80	50.00	11,908.52	13,000.00
108" Sect. Plate Pipe	" "	150	65.81	70.00	9,871.89	10,500.00
156" Sect. Plate Pipe	" "	96	87.73	95.00	8,422.62	9,120.00
58" Arch Type Corr. Metal Pipe	" "	220	18.99	20.00	4,177.85	4,400.00
12" Corr. Metal Siphon Pipe	" "	1,210	4.27	4.50	5,177.02	5,445.00

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #4, Selected Road-bed Topping	Cu. Yd.	131	$0.33	$0.35	$ 42.94	$ 45.85
PA #4, Hauling R/B Topping	Yd. Mi.	982.5	0.108	0.12	106.40	117.90
PA #4, 3/4"-0" Mat'l. in Leveling Course	Cu. Yd.	20	2.65	2.75	52.97	55.00
PA #4, Furnish & Place Aggregates	" "	15	3.83	4.00	57.41	60.00
PA #4, Furnish & Place 150-200 Asphalt	Ton	1.38	39.50	41.00	54.52	56.58
PA #5, Cement Adj., Favor of State	Bbl.	32		4.21		- 134.72
PA #6, Extra for Clearing & Grubbing	Acre	.356		1,000.00	Included in Clearing	356.00
PA #7, Expansion Joints in Retaining Walls	All	100%	439.07	489.71	439.07	489.71
Force Account					11,207.42	11,523.61
					$771,945.70	$835,055.36

Gross Revenue	$835,055.36
Total Cost	771,945.00
Net Profit	$ 63,109.66

Net Profit Equals 7.55% of Gross Revenue

* Work done in part by Osborn Construction Co.
** Work done by subcontractor, Mr. Crowder.

Rock Point-Blackwell Hill

Detail of Costs

Labor:

Labor	$277,885.75	
Labor Insurance	19,926.79	297,812.54

Materials:

12" Concrete Pipe	1,101	Lin. Ft.	at	$0.80	$ 880.80	
18" " "	2,256	" "	"	1.71	3,868.02	
24" " "	81	" "	"	2.37	192.33	
30" " "	282	" "	"	3.54	998.71	
48" Corr. Metal Pipe	24	" "	"	11.94	286.56	
48" " " " Bands	1	Each	"	11.50	11.50	
84" " " "	260	Lin. Ft.	"	20.11	8,496.87	
84" " " " "	14	Each	"	44.41	621.74	
108" Sectional Plate	150	Lin. Ft.	"	40.58	6,087.00	
156" " "	96	" "	"	62.67	6,016.32	
58" Arch Type Corr. Metal Pipe	220	" "	"	12.38	2,723.60	
58" Arch Type Corr. Metal Bands	8	Each	"	12.03	96.24	
12" Corr. Metal Siphon Pipe	1,210	Lin. Ft.	"	3.06	3,702.60	
12" " " Bands	53	Each	"	4.51	239.03	
8" Perf. Metal Drain Pipe	578	Lin. Ft.	"	1.53	884.34	
8" Metal Bands	23	Each	"	2.25	51.75	
Class "A" Concrete	942	Cu. Yd.	"	14.68	13,816.33	
Metal Reinforcement	151,914	Lb.	"	0.077	11,693.44	
Metal Guard Rail	420	Lin. Ft.	"	1.63	685.49	
Sight Posts	50	Each	"	6.25	312.50	
Cement	13	Sack	"	1.30	16.90	
RC-3 Asphalt	215.24	Ton	"	25.75	5,542.43	
Freight on RC-3	215.24	"	"	10.00	2,152.40	
150/200 Asphalt	154.46	"	"	22.50	3,479.17	
Freight	154.63	"	"	10.00	1,546.30	
85/100 Asphalt	1,029	Ton	"	22.50	23,152.50	
Freight	1,029	"	"	10.00	10,290.00	
Fuel Oil	1,295.46	Bbl.	"	2.30	2,979.55	
Lumber	108.5	M/FBM	"	65.28	7,083.69	
Manhole Cover	3	Each	"	30.00	90.00	
6" Stand. Black Pipe and Couplings	4,533	Lin. Ft.	"	0.194	879.59	
Misc. Materials					2,244.25	
						121,121.95
(Carried Forward)						$418,934.49

Paving Costs

Labor:			
Labor		$28,032.52	
Labor Insurance		1,988.61	
			$30,021.13
Materials:			
95/100 Asphalt	1,029 Tons at $22.50	$23,152.50	
Freight	1,029 " " 10.00	10,290.00	
Fuel Oil		2,979.55	
Aggregate	13,889 Cu. Yd. at 1.40	19,445.24	
			55,867.29
Equipment Rental & Misc. Expense:			
Equipment Rent		$32,405.97	
Gas, Oil & Grease		6,189.28	
P.U.C.		175.52	
P.L. & P.D. Insurance		140.00	
Bond		350.72	
Small Tools		265.85	
Home Office		3,793.63	
			43,320.97
Total			$129,209.39

Breakdown of Asphaltic Concrete Cost

	Quantity	Unit	Unit Cost	Total Cost
Move In & Set Up	17,262.16	Ton	$0.256	$ 4,415.38
Feed Plant	"	"	0.204	3,519.49
Manufacture	"	"	1.847	31,880.25
Asphalt (Including Freight)	"	"	1.937	33,442.50
Aggregate	"	"	1.12	19,445.24
Haul to Road	"	"	1.078	18,615.67
Street Work	"	"	1.014	17,500.96
Traffic Control	"	"	0.023	389.90
Total	17,262.16	Ton	$7.479	$129,209.39

Total Operating Time	432.0 Hours
Down Time	117.5 "
Net Operating Time	314.5 Hours

Tons of Class "B" Asphalt = 17,262.16 Tons

Average Tons Produced per Hour = $\frac{17,262.16}{314.5}$ 54.89 Tons Actual

Breakdown of Crushing Costs

	Unit	Quantity	Total Cost	Unit Cost
Move In & Set Up	Cu. Yd.	37,379.4	$ 4,657.03	$0.124
Load & Haul to Crusher	" "	"	17,110.79	0.456
Crushing	" "	"	30,701.82	0.820
Total	Cu. Yd.	37,379.4	$52,469.84	$1.40

Total Crushing Time = 498 Hours

Cubic Yards Crushed per Hour $= \frac{37,379.4}{498} = 75.06$

Remarks (Cont'd):

material in Galls Creek was depleted the contractor began to haul materials from the rock cut north of the crusher with cats and scrapers. After depleting this source, he loaded with a 2½ cu. yd. Northwest shovel and hauled with a variable number of his own trucks from Foots Creek.

The contractors moved in and set up a 3,000-lb. batch paving plant just south of the crushing plant. The paving was started on July 8th, 1953, and completed on September 5th, 1953. The plant was fed with a 3/4 cu. yd. Lima clamshell, and the street work was accomplished by using a Barber-Greene with 6 men, two 10-ton rollers and a variable number of trucks, from three to ten hauling from the plant. The paving plant operated 432.0 hours, of which time it was down 117.5 hours for repairs. The plant produced 17,262.16 tons during the actual operating time of the plant for an average of 54.89 tons per hour. As the plant was down approximately one-third of the time, this item shows a loss.

The contractors, having good bid prices, good equipment, efficient operators and a good plan of operation on the grading items, were able to make a fair profit on the project.

Oscar Cutler
Chief Cost Analyst

By . . F. W. Sugnet

4

RECEIVED
FOR FILING
W. C. Williams

NOTED
W. C. WILLIAMS

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

[illegible]

Mr. [illegible]
[illegible]
[illegible], Oregon

Re: Contract [illegible]
Rock Point–Blackwell [illegible] Section
Pacific Highway
Jackson County

Further reference to your file:
[illegible] Thompson v.
[illegible]

Dear Mr. [illegible]:

This will acknowledge receipt of your letter of [illegible], 19[illegible], wherein you advise that you have [illegible] pending in your office for Mr. [illegible] Thompson against Central Paving Company and [illegible] Construction Company for damage allegedly done to your client's property in connection with the [illegible] Highway construction contract and that you desire information with respect to the name and addresses of the State's contractors on that project.

A contract identified as Contract No. [illegible] was entered into on August 11, 19[illegible], by and between the State of Oregon, by and through its State Highway Commission, and [illegible] and [illegible], co-partners, doing business under the firm name and style of the Central Paving Company Oregon, Ltd. and [illegible] as individual, in a joint adventure doing business at [illegible] Street, Eugene, Oregon, for the grading and paving of the Rock Point–Blackwell Section of the Pacific Highway, in Jackson County. The United Pacific Insurance Company is the surety for these contractors on the performance bond that is made a part of this contract.

To the best of my knowledge an agreement was entered into on the [illegible] day of August, 19[illegible], between Central Paving Company Oregon, Ltd. and [illegible] and the [illegible] Construction Company for the performance of clearing and grubbing under State Contract No. [illegible] by the [illegible] Construction Company. This subcontract was approved by the Highway Department, however, the Highway Commission has no contractual relationship whatsoever with any subcontractor and in this instance has no contractual relationship with the [illegible] Construction Company. I have no information as to the performance by the [illegible] Construction Company of clearing and grubbing as provided in the subcontract; however, I assume that this work was accomplished by [illegible] Construction Company in accordance with the provisions of the contract between the prime contractor and the subcontractor.

Mr. Bernard [illegible]. Fell,
December 3, 19[illegible]
Page 2

I trust that I have supplied the information you requested.

Yours very truly,

[illegible]
Chief Counsel

[illegible]:aj
cc - Central [illegible] Ltd. and F. [illegible]
United Pacific Insurance Company
[illegible] Glaisyer
[illegible] Williams
[illegible] Smith

Mr. Bernard [illegible] Bell
December [illegible], 19[illegible]
Page 2

I trust that I have supplied the information you requested.

Yours very truly,

[illegible]
[illegible] Counsel

[illegible]:aj
cc - Central [illegible] [illegible] [illegible] Ltd. and [illegible] Powers
[illegible] [illegible] [illegible]
[illegible] Gilbert
[illegible] Williams
[illegible] Smith

RECEIVED

FOR FILING

August 12, 1954

Siegenthaler & Stevenson
16 East Broadway
Eugene, Oregon

Attention: Ray Siegenthaler

Gentlemen:

This is in reply to your letter of August 9 concerning a claim you have against F. L. Somers for an additional premium due on the performance bond furnished with Contract No. 3771.

This contract was completed September 30, 1953, and accepted by the Commission February 24, 1954. Final payment was mailed to the contractor on March 16, 1954.

As to whether you might make a garnishment against other amounts due Mr. Somers is a matter of legal determination, and one which we suggest that you be guided by your legal counsel. As previously stated, the State has no funds due Mr. Somers on Contract No. 3771.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:mm

NOTED ON CARD

INSURANCE

SIEGENTHALER & STEVENSON
INSURANCE AGENCY
16 EAST BROADWAY
PHONE: 43211 EUGENE, OREGON

August 9, 1954

Oregon Highway Department
Salem, Oregon

Gentlemen:

F. L. Somers owes this insurance agency $750.31 in connection with contract number 3771 for the grading and paving of the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County.

You will recall that this contract was awarded for the ammount of $704,706.00. However, it ran over this amount. The final amount apparently being $835,055.36. The United Pacific Insurance Company, therefore, charged an additional premium on the bond. To date, we have been unable to collect this premium.

We would appreciate knowing whether there are any funds which are still retained against which we might make claim. If not, may we make garnishment against some other amounts that you owe Mr. Somers?

Your cooperation in this matter will be greatly appreciated.

Yours very truly,

SIEGENTHALER & STEVENSON

By: Ray F. Siegenthaler
Ray Siegenthaler

RS:ds

RECEIVED
[illegible] COMMISSION

Representing
ILLINOIS FIRE INSURANCE COMPANY - CHICAGO ILLINOIS
and other Leading Insurance Companies

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 5, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3771	16-final	THE CENTRAL HEATING CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
xxxx 3743	R-88585	$ 25,286.37	3/3/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: None

Completion Date: Sep. 30, 1953

Date Accepted: Feb. 24, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-5-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: 3-16-54

Warrant held pending receipt of form PR 47 A. Released 3-16-54
Jben

3-16-54

Form PR-2 (Revised [illegible])

BFI-131(14)

1128

State Oregon

Project No. BFI-131(14)

Federal Aid Bond Issue

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of February, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1952, a program, which was approved on the 28th day of March, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 26th day of June, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of five hundred thirty-four thousand and 00/100 dollars ($534,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.:
(Include date and citation of act of legislature by which authorized)

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 7+00 in the NE 1/4, Section 19, T. 36 S., R. 3 W., W.M., and survey station 232+50 in the SE 1/4, Section 23, T. 36 S., R. 3 W., W.M., without exception, length 4.273 miles, in Jackson County, being Oregon Federal Aid / Bond Issue project No. BFI-131(14), consisting of 4.267 miles of roadway and three bridges, each of more than 20 feet clear span, 1 being 0.006 of a mile in length, and two of no net mileage.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **five hundred thirty-four thousand and 00/100** dollars ($534,000.00), which does not exceed the authorized Federal pro rata share of **eight hundred sixty-two thousand, four hundred seventy-four and 80/100** dollars ($862,474.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-4

OREGON
JAN 6 1954

Oregon State Highway Department

Federal Aid Primary
Project No. BFI-131 (14)

ROCK POINT-BLACKWELL HILL SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1953

Type Code 6201
4-Lane Roadway (Sta. 7+00 to 45+62)(Sta. 150+40 to 183+34.6)(Contract No. 3771)

All Required		Clearing and Grubbing (50%)		$ 20,800.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,800.00
40	cu. yds.	Trench Excavation, Unclassified	3.00	120.00
130,000	cu. yds.	General Excavation, Unclassified	0.65	84,500.00
590,000	yd. sta.	Short Overhaul	0.015	8,850.00
20,000	C-yd. sta.	Long Overhaul	0.50	10,000.00
1.35	miles	Finishing Roadbed and Slopes	2,000.00	2,700.00
6,500	lin. ft.	Rounding Cutbanks	0.20	1,300.00
150	lin. ft.	12-inch Concrete Pipe	2.00	300.00
540	lin. ft.	18-inch Concrete Pipe	3.00	1,620.00
24	lin. ft.	48-inch Corrugated Metal Pipe	20.00	480.00
70	lin. ft.	108-inch Sectional Plate Pipe	70.00	4,900.00
150	lin. ft.	156-inch Sectional Plate Pipe	95.00	14,250.00
230	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	20.00	4,600.00
160	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.50	720.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
41,000	lbs.	Metal Reinforcement	0.11	4,510.00
220	lin. ft.	Metal Guard Rail	4.00	880.00
40	only	Concrete Sight Posts	10.00	400.00
65,000	cu. yds.	Selected Roadbed Topping	0.35	22,750.00
444,000	yd. mi.	Hauling Roadbed Topping	0.12	53,280.00
12,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	33,000.00
2,300	M-gal.	Sprinkling	3.00	6,900.00
1.35	miles	Preparation of Base, Main Highway	300.00	405.00
1.73	miles	Preparation of Base, Frontage Roads	200.00	346.00
900	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,600.00
130	tons	RC-3 Asphalt in Binder Course	45.00	5,850.00
1,300	cu. yds.	Furnishing and Placing Aggregates	4.00	5,200.00
110	tons	Furnishing and Placing 150-200 Asphalt	41.00	4,510.00
10,000	tons	Class "B" Asphaltic Concrete	6.50	65,000.00
42	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,932.00
260	cu. yds.	Aggregate in Seal Coat	4.00	1,040.00
450	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	450.00
				$381,993.00

Flume Over Kane Creek (Sta. 161+00)(Contract No. 3810)

160	cu. yds.	Structural Excavation	$ 10.00	$ 1,600.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
50	cu. yds.	Class "A" Concrete	60.00	3,000.00
2,600	lbs.	Metal Reinforcement	0.12	312.00
All Required		Flume in Place		1,100.00
				$ 6,112.00

Subtotal	$388,105.00
10% Engr. & Cont.	38,810.50
Total	$426,915.50

Length of Roadway	1.352 miles
Cost per Mile	$315,765.90

Type Code 4201
2-Lane Roadway (Sta. A5+62 to 150+40)(Sta. 183+34.6 to 232+50)(Contract No. 3771)

All Required		Clearing and Grubbing (A25)		$ 17,472.00
800	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,400.00
200	cu. yds.	Trench Excavation, Unclassified	3.00	600.00
107,000	cu. yds.	General Excavation, Unclassified	0.65	69,550.00
470,000	yd. sta.	Short Overhaul	0.015	7,050.00
16,000	C-yd. sta.	Long Overhaul	0.50	8,000.00
2.92	miles	Finishing Roadbed and Slopes	2,000.00	5,840.00
5,500	lin. ft.	Rounding Cutbanks	0.20	1,100.00
250	lin. ft.	12-inch Concrete Pipe	2.00	500.00
660	lin. ft.	18-inch Concrete Pipe	3.00	1,980.00
80	lin. ft.	24-inch Concrete Pipe	4.00	320.00
70	lin. ft.	30-inch Concrete Pipe	7.00	490.00
450	lin. ft.	24-inch Corrugated Metal Pipe, Uncoated	50.00	22,500.00
80	lin. ft.	108-inch Sectional Plate Pipe	70.00	5,600.00
840	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.50	3,780.00
700	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.20	1,540.00
20	cu. yds.	3/8" - 0 Backfill in Drains	4.00	80.00
270	cu. yds.	Class "A" Concrete	50.00	13,500.00
42,000	lbs.	Metal Reinforcement	0.11	4,620.00
10	only	Concrete Sight Posts	10.00	100.00
36,000	cu. yds.	Selected Roadbed Topping	0.35	12,600.00
290,000	yd. mi.	Hauling Roadbed Topping	0.12	34,800.00
7,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	19,250.00
900	M-gal.	Sprinkling	3.00	2,700.00
2.92	miles	Preparation of Base, Main Highway	300.00	876.00
2.08	miles	Preparation of Base, Frontage Roads	200.00	416.00

400	cu. yds.	3/4" - 0 Material in Binder Course	$ 4.00	$ 1,600.00
60	tons	RC-3 Asphalt in Binder Course	45.00	2,700.00
400	cu. yds.	Furnishing and Placing Aggregates	4.00	1,600.00
30	tons	Furnishing and Placing 150-200 Asphalt	41.00	1,230.00
6,800	tons	Class "F" Asphaltic Concrete	6.50	44,200.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,380.00
170	cu. yds.	Aggregate in Seal Coat	4.00	680.00
250	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	250.00
			Subtotal	$291,304.00
			10% Engr. & Cont.	29,130.40
			Total	$320,434.40

Length of Roadway	2.915 miles
Cost per mile	$109,926.03

Type Code X721
South Gold Hill Traffic Interchange (Sta. 164+60.24)(Contract No. 3810)

300	cu. yds.	Structural Excavation	$ 6.00	$ 1,800.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
320	cu. yds.	Class "A" Concrete	58.00	18,560.00
69,000	lbs.	Metal Reinforcement	0.117	8,073.00
260	sq. yds.	Concrete Slab Riprap	4.50	1,170.00
130	lin. ft.	6-inch Drain Pipe	2.50	325.00
				$ 30,028.00

Type Code X220
Gall Creek Overcrossing (Sta. 45+95.13 to Sta. 46+27.05)(Contract No. 3810)

500	cu. yds.	Structural Excavation	$ 10.00	$ 5,000.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
280	cu. yds.	Class "A" Concrete	54.00	15,120.00
52,000	lbs.	Metal Reinforcement	0.117	6,084.00
90	sq. yds.	Membrane Waterproofing	3.00	270.00
				$ 26,574.00

Type Code X721
Rocky Point Bridge Approach Undercrossing ("F" Line Sta. 39+50.60 to Sta. 52+76.64) (Contract No. 4009)

All Required		Removal of Old Approach Structure		$ 6,000.00
110	cu. yds.	Structural Excavation	$ 20.00	2,200.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
464	cu. yds.	Class "A" Concrete	58.00	26,912.00

106,000	lbs.	Metal Reinforcement	$ 0.12	$ 12,720.00
25	lin. ft.	6-inch Metal Drain Pipe	5.00	125.00
				$ 48,057.00

Subtotal	$104,659.00
10% Engr. & Cont.	10,465.90
Total	$115,124.90

Length of Structures 0.006 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$426,915.50	$264,324.00	$162,591.50
2-Lane Roadway	320,434.40	198,397.00	122,037.40
Structures	115,124.90	71,279.00	43,845.90
	$862,474.80	$534,000.00	$328,474.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939; Chap. 491, laws 1951

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Primary
Project No. BFI-131 (14)

ROCK POINT-BLACKWELL HILL SECTION

Jackson

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 1, 1952

Type Code 6201
4-Lane Roadway (Sta. 7+00 to 45+62) (Sta. 150+40 to 183+34.6) (Contract No. 3771)

All Required		Clearing and Grubbing (50%)		$ 20,800.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,800.00
40	cu. yds.	Trench Excavation, Unclassified	3.00	120.00
130,000	cu. yds.	General Excavation, Unclassified	0.65	84,500.00
590,000	yd. stas.	Short Overhaul	0.015	8,850.00
20,000	C-yd. stas.	Long Overhaul	0.50	10,000.00
1.35	miles	Finishing Roadbed and Slopes	2,000.00	2,700.00
6,500	lin. ft.	Rounding Cutbanks	0.20	1,300.00
150	lin. ft.	12-inch Concrete Pipe	2.00	300.00
540	lin. ft.	18-inch Concrete Pipe	3.00	1,620.00
24	lin. ft.	48-inch Corrugated Metal Pipe	20.00	480.00
70	lin. ft.	108-inch Sectional Plate Pipe	70.00	4,900.00
150	lin. ft.	156-inch Sectional Plate Pipe	95.00	14,250.00
230	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	20.00	4,600.00
160	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.50	720.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
41,000	lbs.	Metal Reinforcement	0.11	4,510.00
220	lin. ft.	Metal Guard Rail	4.00	880.00
40	only	Concrete Sight Posts	10.00	400.00
65,000	cu. yds.	Selected Roadbed Topping	0.35	22,750.00
444,000	yd. mi.	Hauling Roadbed Topping	0.12	53,280.00
12,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	33,000.00
2,300	M-gals.	Sprinkling	3.00	6,900.00
1.35	mile	Preparation of Base, Main Highway	300.00	405.00
1.73	mile	Preparation of Base, Frontage Roads	200.00	346.00
900	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,600.00
130	tons	RC-3 Asphalt in Binder Course	45.00	5,850.00
1,300	cu. yds.	Furnishing and Placing Aggregates	4.00	5,200.00
110	tons	Furnishing and Placing 150-200 Asphalt	41.00	4,510.00
10,000	tons	Class "B" Asphaltic Concrete	6.50	65,000.00
42	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,932.00
260	cu. yds.	Aggregate in Seal Coat	4.00	1,040.00
450	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	450.00
				$381,993.00

Flume over Kane Creek (Sta. 161+00)

160	cu. yds.	Structural Excavation	$ 10.00	$ 1,600.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
50	cu. yds.	Class "A" Concrete	70.00	3,500.00
2,600	lbs.	Metal Reinforcement	0.12	312.00
All Required		Flume in Place		2,000.00
				$ 7,487.00
		Subtotal		$389,480.00
		10% Engr. & Cont.		38,948.00
		Total		$428,428.00

Length of Roadway 1.352 miles
Cost per Mile $316,884.61

Type Code 6201
2-Lane Roadway (Sta. 45+62 to 150+40) (Sta. 133+34.6 to 232+50) (Contract No. 3771)

All Required		Clearing and Grubbing (42%)		$ 17,472.00
800	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,400.00
200	cu. yds.	Trench Excavation, Unclassified	3.00	600.00
107,000	cu. yds.	General Excavation, Unclassified	0.65	69,550.00
470,000	yd. stas.	Short Overhaul	0.015	7,050.00
16,000	C-yd. stas.	Long Overhaul	0.50	8,000.00
2.92	miles	Finishing Roadbed and Slopes	2,000.00	5,840.00
5,500	lin. ft.	Rounding Cutbanks	0.20	1,100.00
250	lin. ft.	12-inch Concrete Pipe	2.00	500.00
660	lin. ft.	18-inch Concrete Pipe	3.00	1,980.00
80	lin. ft.	24-inch Concrete Pipe	4.00	320.00
70	lin. ft.	30-inch Concrete Pipe	7.00	490.00
450	lin. ft.	34-inch Corrugated Metal Pipe, Uncoated	50.00	22,500.00
80	lin. ft.	108-inch Sectional Plate Pipe	70.00	5,600.00
840	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.50	3,780.00
700	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.20	1,540.00
20	cu. yds.	3/8" – 0 Backfill in Drains	4.00	80.00
270	cu. yds.	Class "A" Concrete	50.00	13,500.00
42,000	lbs.	Metal Reinforcement	0.11	4,620.00
10	only	Concrete Sight Posts	10.00	100.00
36,000	cu. yds.	Selected Roadbed Topping	0.35	12,600.00
290,000	yd. mi.	Hauling Roadbed Topping	0.12	34,800.00
7,000	cu. yds.	3/4" – 0 Material in Leveling Course and Shoulders	2.75	19,250.00
900	M-gals.	Sprinkling	3.00	2,700.00

2.92	miles	Preparation of Base, Main Highway	$300.00	$ 876.00
2.08	miles	Preparation of Base, Frontage Roads	200.00	416.00
400	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,600.00
60	tons	RC-3 Asphalt in Binder Course	45.00	2,700.00
400	cu. yds.	Furnishing and Placing Aggregates	4.00	1,600.00
30	tons	Furnishing and Placing 150-200 Asphalt	41.00	1,230.00
6,800	tons	Class "B" Asphaltic Concrete	6.50	44,200.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,380.00
170	cu. yds.	Aggregate in Seal Coat	4.00	680.00
250	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	250.00
			Subtotal	$291,304.00
			10% Engr. & Cont.	29,130.40
			Total	$320,434.40

Length of Roadway 2.915 miles
Cost per Mile $109,926.03

Type Code X721
South Gold Hill Traffic Interchange (Sta. 164+60.24)

300	cu. yds.	Structural Excavation	$ 10.00	$ 3,000.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
320	cu. yds.	Class "A" Concrete	70.00	22,400.00
69,000	lbs.	Metal Reinforcement	0.12	8,280.00
260	sq. yds.	Concrete Slab Riprap	7.00	1,820.00
130	lin. ft.	6-inch Drain Pipe	2.00	260.00
				$ 35,835.00

Length of Structure 0.000 miles

Type Code X220
Gall Creek Overcrossing (Sta. 45+95.13 to Sta. 46+27.05)

500	cu. yds.	Structural Excavation	$ 10.00	$ 5,000.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
280	cu. yds.	Class "A" Concrete	70.00	19,600.00
52,000	lbs.	Metal Reinforcement	0.12	6,240.00
90	sq. yds.	Membrane Waterproofing	5.00	450.00
				$ 31,365.00
			Subtotal	$ 67,200.00
			10% Engr. & Cont.	6,720.00
			Total	$ 73,920.00

Length of Structure 0.006 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$428,428.00	$266,081.00	$162,347.00
2-Lane Roadway	320,434.40	199,010.00	121,424.40
Structures	73,920.00	45,909.00	28,011.00
	$822,782.40	$511,000.00	$311,782.40

Oregon State Highway Department

Federal Aid Primary
Project No. BFI-131 (14)

ROCK POINT-BLACKWELL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 6201
4-Lane Roadway (Sta. 7+00 to 45+62) (Sta. 150+40 to 183+34.6)

All Required		Clearing and Grubbing (50%)	$	$ 5,000.00
600	cu. yds.	Structural Excavation, Unclassified	3.50	2,100.00
40	cu. yds.	Trench Excavation, Unclassified	2.50	100.00
130,000	cu. yds.	General Excavation, Unclassified	0.65	84,500.00
590,000	yd. sta.	Short Overhaul	0.015	8,850.00
20,000	C-yd. sta.	Long Overhual	0.50	10,000.00
1.35	miles	Finishing Roadbed and Slopes	600.00	810.00
6,500	lin. ft.	Rounding Cutbanks	0.15	975.00
150	lin. ft.	12-inch Concrete Pipe	2.25	337.50
540	lin. ft.	18-inch Concrete Pipe	3.50	1,890.00
24	lin. ft.	48-inch Corrugated Metal Pipe	20.00	480.00
70	lin. ft.	108-inch Sectional Plate Pipe	55.00	3,850.00
150	lin. ft.	156-inch Sectional Plate Pipe	75.00	11,250.00
230	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	16.00	3,680.00
160	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.00	640.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
41,000	lbs.	Metal Reinforcement	0.14	5,740.00
220	lin. ft.	Metal Guard Rail	3.00	660.00
40	only	Concrete Sight Posts	10.00	400.00
65,000	cu. yds.	Selected Roadbed Topping	0.50	32,500.00
444,000	yd. mis.	Hauling Roadbed Topping	0.15	66,600.00
12,000	cu. yds.	3/4"-0 Material in leveling Course and Shoulders	2.40	28,800.00
2,300	M-gals.	Sprinkling	2.25	5,175.00
1.35	miles	Preparation of Base, Main Highway	200.00	270.00
1.73	miles	Preparation of Base, Frontage Roads	150.00	259.50
900	cu. yds.	3/4"-0 Material in Binder Course	3.25	2,925.00
130	tons	RC-3 Asphalt in Binder Course	43.00	5,590.00
1,300	cu. yds.	Furnishing and Placing Aggregates	4.00	5,200.00
110	tons	Furnishing and Placing 150-200 Asphalt	40.00	4,400.00

10,000	tons	Class "B" Asphaltic Concrete	$ 6.00	$ 60,000.00
42	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,890.00
260	cu. yds.	Aggregate in Seal Coat	5.00	1,300.00
450	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	450.00
		Subtotal		$374,622.00
		10% Engr. & Cont.		37,462.20
		Total		$412,084.20

Length of Roadway	1.352 miles
Length of Bridge	0.006 mile
Total Length	1.358 miles
Cost Per Mile	$304,796.00

Type Code 6201
2-Lane Roadway (Sta. 45+62 to 150+40) (Sta. 183+34.6 to 232+50)

All Required		Clearing and Grubbing (42%)	$	$ 4,200.00
800	cu. yds.	Structural Excavation, Unclassified	3.50	2,800.00
200	cu. yds.	Trench Excavation, Unclassified	2.50	500.00
107,000	cu. yds.	General Excavation, Unclassified	0.65	69,550.00
470,000	yd. stas.	Short Overhaul	0.015	7,050.00
16,000	C-yd. stas.	Long Overhaul	0.50	8,000.00
2.92	mile	Finishing Roadbed and Slopes	600.00	1,752.00
5,500	lin. ft.	Rounding Cutbanks	0.15	825.00
250	lin. ft.	12-inch Concrete Pipe	2.25	562.50
660	lin. ft.	18-inch Concrete Pipe	3.50	2,310.00
80	lin. ft.	24-inch Concrete Pipe	4.75	380.00
70	lin. ft.	30-inch Concrete Pipe	6.50	455.00
450	lin. ft.	84-inch Corrugated Metal Pipe, Uncoated	45.00	20,250.00
80	lin. ft.	108-inch Sectional Plate Pipe	55.00	4,400.00
840	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.00	3,360.00
700	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.30	1,610.00
20	cu. yds.	3/8"-0 Backfill in Drains	5.00	100.00
270	cu. yds.	Class "A" Concrete	60.00	16,200.00
42,000	lbs.	Metal Reinforcement	0.14	5,880.00
10	only	Concrete Sight Posts	10.00	100.00
36,000	cu. yds.	Selected Roadbed Topping	0.50	18,000.00
290,000	yd. mis.	Hauling Roadbed Topping	0.15	43,500.00
7,000	cu. yds.	3/4"-0 Material in Leveling Course and Shoulders	2.40	16,800.00
900	M-gals.	Sprinkling	2.25	2,025.00
2.92	miles	Preparation of Base, Main Highway	200.00	584.00

2.08	miles	Preparation of Base, Frontage Roads	$150.00	$ 312.00
400	cu. yds.	3/4"-0 Material in Binder Course	3.25	1,300.00
60	tons	RC-3 Asphalt in Binder Course	43.00	2,580.00
400	cu. yds.	Furnishing and Placing Aggregates	4.00	1,600.00
30	tons	Furnishing and Placing 150-200 Asphalt	40.00	1,200.00
6,800	tons	Class "B" Asphaltic Concrete	6.00	40,800.00
30	tons	MS-1 Emulsified Asphalt in Seal Coat	45.00	1,350.00
170	cu. yds.	Aggregate in Seal Coat	5.00	850.00
250	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	250.00
		Subtotal		$281,435.50
		10% Engr. & Cont.		28,143.55
		Total		$309,579.05

Length of Roadway 2.915 miles
Cost Per Mile $106,202.08

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$412,084.20	$255,817.00	$156,267.20
2-Lane Roadway	309,579.05	192,183.00	117,396.05
Totals	$721,663.25	$448,000.00	$273,663.25

ROCK POINT-BLACKWELL SECTION (STRUCTURES)

Project No. EFI-131 (14)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

October 3, 1952

Oregon State Highway Department

Federal Aid Primary
Project No. BFI-131 (14)

ROCK POINT-BLACKWELL HILL SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 22, 1953

Type Code 4211
4-Lane Roadway (Sta. 7+00 to 45+62)(Sta. 150+40 to 183+34.6)(Contract No. 3771)

All Required		Clearing and Grubbing (50%)		$ 20,800.00
600	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,800.00
40	cu. yds.	Trench Excavation, Unclassified	3.00	120.00
130,000	cu. yds.	General Excavation, Unclassified	0.65	84,500.00
590,000	yd. stas.	Short Overhaul	0.015	8,850.00
20,000	C-yd. stas.	Long Overhaul	0.50	10,000.00
1.35	miles	Finishing Roadbed and Slopes	2,000.00	2,700.00
6,500	lin. ft.	Rounding Cutbanks	0.20	1,300.00
150	lin. ft.	12-inch Concrete Pipe	2.00	300.00
540	lin. ft.	18-inch Concrete Pipe	3.00	1,620.00
24	lin. ft.	48-inch Corrugated Metal Pipe	20.00	480.00
70	lin. ft.	108-inch Sectional Plate Pipe	70.00	4,900.00
150	lin. ft.	156-inch Sectional Plate Pipe	95.00	14,250.00
230	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	20.00	4,600.00
160	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.50	720.00
300	cu. yds.	Class "A" Concrete	50.00	15,000.00
41,000	lbs.	Metal Reinforcement	0.11	4,510.00
220	lin. ft.	Metal Guard Rail	4.00	880.00
40	only	Concrete Sight Posts	10.00	400.00
65,000	cu. yds.	Selected Roadbed Topping	0.35	22,750.00
444,000	yd. mi.	Hauling Roadbed Topping	0.12	53,280.00
12,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	33,000.00
2,300	M-gal.	Sprinkling	3.00	6,900.00
1.35	miles	Preparation of Base, Main Highway	300.00	405.00
1.73	miles	Preparation of Base, Frontage Roads	200.00	346.00
900	cu. yds.	3/4" - 0 Material in Binder Course	4.00	3,600.00
130	tons	RC-3 Asphalt in Binder Course	45.00	5,850.00
1,300	cu. yds.	Furnishing and Placing Aggregates	4.00	5,200.00
110	tons	Furnishing and Placing 150-200 Asphalt	41.00	4,510.00
10,000	tons	Class "B" Asphaltic Concrete	6.50	65,000.00
42	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,932.00
260	cu. yds.	Aggregate in Seal Coat	4.00	1,040.00
450	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	450.00
				$381,993.00

Flume Over Kane Creek (Sta. 161+00)(Contract No. 3810)

160	cu. yds.	Structural Excavation	$ 10.00	$ 1,600.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
50	cu. yds.	Class "A" Concrete	60.00	3,000.00
2,600	lbs.	Metal Reinforcement	0.12	312.00
All Required		Flume in Place		1,100.00
				$ 6,112.00
		Subtotal		$388,105.00
		10% Engr. & Cont.		38,810.50
		Total		$426,915.50

Length of Roadway	1.352 miles
Cost per mile	$315,765.90

Type Code 6201
2-Lane Roadway (Sta. 45+62 to 150+40)(Sta. 183+34.6 to 232+50)(Contract No. 3771)

All Required		Clearing and Grubbing (42%)		$ 17,472.00
800	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,400.00
200	cu. yds.	Trench Excavation, Unclassified	3.00	600.00
107,000	cu. yds.	General Excavation, Unclassified	0.65	69,550.00
470,000	yd. stas.	Short Overhaul	0.015	7,050.00
16,000	C-yd. stas.	Long Overhaul	0.50	8,000.00
2.92	mile	Finishing Roadbed and Slopes	2,000.00	5,840.00
5,500	lin. ft.	Rounding Cutbanks	0.20	1,100.00
250	lin. ft.	12-inch Concrete Pipe	2.00	500.00
660	lin. ft.	18-inch Concrete Pipe	3.00	1,980.00
80	lin. ft.	24-inch Concrete Pipe	4.00	320.00
70	lin. ft.	30-inch Concrete Pipe	7.00	490.00
450	lin. ft.	84-inch Corrugated Metal Pipe, Uncoated	50.00	22,500.00
80	lin. ft.	108-inch Sectional Plate Pipe	70.00	5,600.00
840	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.50	3,780.00
700	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.20	1,540.00
20	cu. yds.	3/8" - 0 Backfill in Drains	4.00	80.00
270	cu. yds.	Class "A" Concrete	50.00	13,500.00
42,000	lbs.	Metal Reinforcement	0.11	4,620.00
10	only	Concrete Sight Posts	10.00	100.00
36,000	cu. yds.	Selected Roadbed Topping	0.35	12,600.00
290,000	yd. mi.	Hauling Roadbed Topping	0.12	34,800.00
7,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	19,250.00
900	M-gal.	Sprinkling	3.00	2,700.00
2.92	miles	Preparation of Base, Main Highway	300.00	876.00
2.08	miles	Preparation of Base, Frontage Roads	200.00	416.00

400	cu. yds.	3/4" - 0 Material in Binder Course	$ 4.00	$ 1,600.00
60	tons	RC-3 Asphalt in Binder Course	45.00	2,700.00
400	cu. yds.	Furnishing and Placing Aggregates	4.00	1,600.00
30	tons	Furnishing and Placing 150-200 Asphalt	41.00	1,230.00
6,800	tons	Class "B" Asphaltic Concrete	6.50	44,200.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	1,380.00
170	cu. yds.	Aggregate in Seal Coat	4.00	680.00
250	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	250.00
			Subtotal	$291,304.00
			10% Engr. & Cont.	29,130.40
			Total	$320,434.40

Length of Roadway	2.915 miles
Cost per mile	$109,926.03

Type Code X721
South Gold Hill Traffic Interchange (Sta. 164+60.24)(Contract No. 3810)

300	cu. yds.	Structural Excavation	$ 6.00	$ 1,800.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
320	cu. yds.	Class "A" Concrete	58.00	18,560.00
69,000	lbs.	Metal Reinforcement	0.117	8,073.00
260	sq. yds.	Concrete Slab Riprap	4.50	1,170.00
130	lin. ft.	6-inch Drain Pipe	2.50	325.00
				$ 30,028.00

Type Code X220
Gall Creek Overcrossing (Sta. 45+95.13 to Sta. 46+27.05)(Contract No. 3810)

500	cu. yds.	Structural Excavation	$ 10.00	$ 5,000.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
280	cu. yds.	Class "A" Concrete	54.00	15,120.00
52,000	lbs.	Metal Reinforcement	0.117	6,084.00
90	sq. yds.	Membrane Waterproofing	3.00	270.00
				$ 26,574.00

Type Code X721
Rocky Point Bridge Approach Undercrossing ("[illegible]" Line Sta. 30+50.60 to Sta. 32+76.64)

All Required		Removal of Old Approach Structure		$ 5,000.00
110	cu. yds.	Structural Excavation	$ 10.00	1,100.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
464	cu. yds.	Class "A" Concrete	67.50	31,320.00
106,000	lbs.	Metal Reinforcement	0.12	12,720.00

25 lin. ft.	6-inch Metal Drain Pipe	$ 3.00	$ 75.00
			$ 50,290.00
		Subtotal	$106,892.00
		10% Engr. & Cont.	10,689.20
		Total	$117,581.20
	Length of Structures	0.006 mile	

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$426,915.50	$264,561.00	$162,354.50
2-Lane Roadway	320,434.40	198,574.00	121,860.40
Structures	117,581.20	72,865.00	44,716.20
	$864,931.10	$536,000.00	$328,931.10

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-131(14), Rock Point-Blackwell Hill Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
District Engineer

RECEIVED
STATE [illegible]

RECEIVED
FEB 17 1954
FOR FILING

BF1 121(14)

3771

February 17, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 1[illegible], Wash.

Gentlemen:

State Highway Contract No. 3771 for work performed on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County was completed by the contractor, The Central Heating Co.Oreg.Ltd. and F. L. Somers, on September 30, 1953 but has not as yet been accepted by the Commission.

Final payment in the amount of $25,286.37 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $35,055.36, of which amount $11,523.61 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

pl

cc: Siegenthaler & Stevenson Insurance Agency
Titus Bldg.
Eugene, Oregon

Portland Branch Office

NOTED ON CARD
2-17-54

RECEIVED
JAN 29 1954
FOR FILING

[illegible]-19(4)
3771

January 28, 1954

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. Wm. H. Mayer

Gentlemen:

Our records show that 145,733.06 pounds of reinforcing steel was used in Contract 3771 held by Central Heating Company and F. L. Somers.

We have no information on the Wards Creek Bridge job. The project was designed by our Bridge Department, but the contract operations are being carried on by the Jackson County Court. They most likely can provide the information you seek.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Design — post [illegible]
[illegible] Road [illegible] many
[illegible] Parker
[illegible] quantity [illegible]
[illegible] Post [illegible] jot [illegible]
designed for Jackson County
they [illegible] it and have
all steel [illegible]
[illegible]

Bridge

Slim, can you get us this dope?

F Query

COPY

Telephone
BEacon 5154

SOULE' STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. St. Helens Road
Portland 10, Oregon

January 20, 1954

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

It will be appreciated if you will advise us of the state's final pay weight for reinforcing steel in the contract which Central Heating Co. and F. L. Sommers had in the Rock Point Blackwell Hill Section and on the Wards Creek Bridge job.

Thank you.

Very truly yours,

SOULE' STEEL COMPANY

/s/ Wm. H. Mayer
Wm. H. Mayer
Portland District Credit Mgr.

3771
Jackson

WHM/jgs

145,733.06 lbs. @ 11¢
Semi-final 12-24-53

RECEIVED
JAN [illegible] 1954
OFFICE OF THE HIGHWAY COMMISSION
[illegible]

COPY

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

January 20, 1954

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

It will be appreciated if you will advise us of the state's final pay weight for reinforcing steel in the contract which Central Heating Co. and F. L. Sommers had in the Rock Point Blackwell Hill Section and on the Wards Creek Bridge job.

Thank you.

Very truly yours,

SOULE' STEEL COMPANY

Wm H. Mayer

Wm. H. Mayer
Portland District Credit Mgr.

WHM/jgs

[illegible]

Copy to Gardiner 1-26

RECEIVED
JAN 21 1954
OREGON
STATE HIGHWAY COMMISSION

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

RECEIVED
[illegible]
FOR FILING

[illegible]

3771

December 30, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to The Central Heating Co.Oreg.Ltd. & F. L. Somers on contract No. 3771, for grading and paving on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County.

This payment, in the amount of $7,947.64, will be released to the contractor on or after January 9, 1954. The retained percentage is $25,044.40.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Siegenthaler & Stevenson Insurance Agency
Titus Bldg.
Eugene, Oregon

Portland Branch Office

NOTED ON CARD

RECEIVED
OCT 9 1953
FOR FILING

FI-131(4)

3771

October 7, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 30, 1953 on Contract No. 3771, Rock Point-Blackwell Hill Section in Jackson County, in connection with Federal Aid Project No. BFI-131 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1—10M—11-51

EE1-121(4)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 3, 1953

Section Rock Point - Blackwell Hill

Kind of work Grading and Paving

Highway Pacific

Section prefix 15-1026

Contractor The Central Heating Co.of Oreg.,Ltd and F. L. Somers

Contract number 3771

Date of contract August 11, 1952

Date of completion September 30, 1953

Date work started August 25, 1952

Estimated date of completion September 30, 1953

Amount of contract $777,756.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $812,586.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $47,030.05, 83.2 %

Date project was completed September 30, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project on Wednesday of this week. Still has crusher plant to dismantle and move out and plant site to clean up.

	Stations	Plan	Final
Excavation	7/00 to 154/00	279,998	367,183.2
Embankment	7/00 to 154/00	250,135	292,344.5

NOTED
FORREST COOPER

Signed R. L. Chapman

Address Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

CONSTRUCTION ENG

ASSIGNMENT No. 13

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.68	4.68			4.68
Miles partially completed					
Miles completed	4.68	4.68			4.68
Total estimated quantities	367,000	137,000			17,200
Estimated quantities moved or placed to date	367,000	137,000			17,200
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		20			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Trucks-4........, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Showers		
Tuesday	Fair		
Wednesday	Showers		
Thursday	Showers Fair		
Friday	Fair		
Saturday			

State Printing 53382

ASSIGNMENT

No. 43

By WC

RECEIVED

FOR FILING

B71-13100

3771

4376

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 25, 1953

SUBJECT:

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning herewith Assignment No. 4376 which has to do with the claim of Chavner Thompson for several items which he has enumerated in his letter and which total $1190.

I have had protracted correspondence with Mr. Edwards re these various claims and he has in turn discussed them with the contractor in attempt to work out an equitable settlement. So far there apparently has been no meeting of the minds and the contractor has turned the claims over to his attorney and insurance company and they are to handle the claims through Mr. Thompson's attorney. It is the contractor's contention that Mr. Thompson has been very unreasonable and difficult, therefore, they feel the matter should be handled as stated above.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc Tom Edwards

EIVED
SEP 25 1953
ENGINEER

Date: July 28, 1953

ASSIGNMENT

No. 43
By WC.

Description Letter from Chavner Thompson, Box 456, Gold Hill, dated July 27 re claim for damages caused by our contractor in the amount of $1,190.

Acknowledged by _____ Referred to Mr. H. G. Smith ✓ ____

Investigate and report with recommendation
XX → Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________

PLEASE RETURN TO
W. C. WILLIAMS

________________ signature

Assignment executed 9-25-53 Report received ________

Remarks:

FORM E 30 25M 9 51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 27, 1953

NOTED
[illegible] WILLIAMS

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

SUBJECT:

Dear Sir:

I quote from your letter of August 26, 1953 re the complaint of Chavner Thompson regarding several items of controversy between Thompson and the contractor, Floyd Somers, "I believe this has been ironed out and that the damages will be either repaired or paid for by the contractors surety".

Mr. Williams has been very insistent that claims of this kind be followed through and that we are able to state that all matters have been settled. Almost invariably in matters of this kind where they are left hanging in mid-air, complaints and claims are filed with the State Highway Engineer after the completion of the job. These claims cause a lot of extra work and trouble, and frequently must be taken to the Highway Commission for settlement. Mr. Williams is still holding Thompson's letter for answer and I know that he would want to tell Mr. Thompson that the items of complaint have been taken care of. Mr. Thompson lists five items of alleged damage, totalling $1,190.00, and while it is doubtless true that part or all of these claims are doubtful or fictitious, Thompson's letter must be answered.

I realize that everyone is extremely busy and that these things are a nuisance, but I would like to be able to tell Mr. Williams that all of the claims listed in Mr. Thompson's letter have been quieted.

Can you give us the word?

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams ✓

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1953

Assignment 4376

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I have Morgan's letter of August 18, 1953 and Chapman's letter of August 17, 1953 re claim for damage by Chavner Thompson on the Rock Point-Blackwell Hill Section. It would appear to me that Mr. Chapman's letter misses the target. Mr. Thompson complains of several specific things and asks for relief.

Referring to the matter of stumps and logs, this should be followed up to be sure that something is done and the matter is settled. Otherwise we probably will be faced with a claim after the contractor has completed the job. With reference to the matter of damage to fence, we should be sure that Mr. Thompson is satisfied and that no further claims will arise from this source. With respect to the claim for "Rock and debris scattered over about 5 acres of good alfalfa land and time lost on cutting, bailing and raking hay", and referring to Mr. Chapman's letter, it is entirely possible that Mr. Somers doesknownothing about this; however, it is a claim that must be answered and the mere fact that the contractor knows nothing of it is hardly an answer.

It would seem to me that these matters should be worked out in the field and as soon as possible, in any event, before the completion of the contract. Will you please follow up on this and see if we cannot have the matter adjusted by personal contact between the contractor, Mr. Thompson, and our engineer. There is nothing in Mr. Chapman's or Morgan's letter to indicate that this matter is closed as far as Mr. Thompson is concerned. Will you please give us a further report.

Very truly yours,

H. G. Smith
Construction Engineer

By
Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams ✓

PLEASE RETURN TO
W. C. WILLIAMS

Box 456
Gold Hill, Oregon
July 27, 1953

State Highway Department
Salem, Oregon.

Gentlemen:

Following is a claim for damages, caused by your highway construction company, which amounts to the following--

Stumps and Logs Cleaning Up	$275.00
Rocks and Debris scattered over about 5 acres of good alfalfa land	400.00
Time lost on cutting, raking and baling hay	265.00
Damage to new fence	250.00
	$1,190.00

I have been in contact with the highway men and they continually say that it will be taken care of but nothing has been done. Each man I contact admits that it should and will be done and then passes the buck to some one else.

When the highway was started through my property, Mr. Osborne wanted to work with me in order to get rid of big stumps. He wanted to drag stumps and logs over into a wash, where he could get rid of them. In renumeration for this, he was to straighten the creek out whereever he dropped the stumps so that it would not wash out. This has not been done and the stumps have been dropped on my land.

When the highway crew was blasting, rocks and stumps have been blown on to about five acres of good alfalfa land and the boss promised that they would be removed before haying time. However, this was not done and the damage has been great. When the men were cutting and raking the alfalfa, a great deal of time was wasted as they had to stop to pick up many hazards and the baler was broken several times for the same reason.

The new fence that was recently constructed has been broken down by some of the equipment being used on the highway and not only broken but has loosened all the wires from the corner posts.

Please see that this claim is referred to the right department and I will gseatly appreciate it.

Sincerely,

Charner Thompson

CT/RT

RECEIVED
JUL [illegible] 1953
OREGON
STATE [illegible] COMMISSION

NOTED
FORREST COOPER

RECEIVED
FOR FILING

[illegible]

3771

September 14, 1953

The Central Heating Company, Oreg. Ltd.
and F. L. Somers
Post Office Box 938
Klamath Falls, Oregon

Attention: Mr. F. L. Somers

Gentlemen:

A study has been made of your letter of November 27, 1952 in regard to Contract No. 3771 with respect to the deletion of the 84-inch corrugated iron pipe cattle passes at Station 222 and Station 186+70 and the substitution of a reinforced concrete cattle pass in which you claim a loss of some $3,000.

Our analysis by Mr. E. H. Clymer, Chief Cost Analyst, indicates that your estimated profit on the two corrugated iron pipe cattle passes would have been $1,028.58, and that your profit on the 76"x7'x7' concrete cattle pass was $428.62, making a difference of $599.96. In other words, you would have made about $600 more profit had the substitution not been made.

There was an unusually large overrun on this contract, however, on General Excavation, 18" and 30" Concrete Pipe, Class "A" Concrete and Selected Roadbed Topping. The profit on some of these items was unusually large and far outweighs the slight loss on the underrun of the 84-inch corrugated metal pipe. Therefore, in accordance with Article 8-10 of the General Provisions, I am unable to recommend any additional payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

hgs;ar me

cc Mr. H. G. Smith
Mr. Tom Edwards

FORM E 90 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10th, 1953

SUBJECT: Contractor's Claim
Rock Point-Blackwell Hill
Contract #3771

To: Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

This claim for additional compensation requested by the contractor because a 7' x 7' x 76' concrete box stock pass was substituted in lieu of two 84" x 76' corrugated metal pipe stock passes shown in plans.

A comparison of cost and profit is as follows:

1. Estimated cost and profit if the two 76' x 84" corrugated metal stock passes had been constructed:

84" Corr. Metal Pipe	152 Lin. Ft.	at $28.90	$4,392.80
84" " " " Bands	6 Each	" 44.41	266.46
Strutting	152 Lin. Ft.	" 6.93	1,053.36
Lay and Backfill	152 " "	" 5.65	858.80
Estimated Total Cost			$6,571.42
Bid - $50.00 per Lin. Ft. x 152 Lin. Ft.			$7,600.00
Estimated Profit Would Have Been			$1,028.58

2. Cost and profit for constructing 76' x 7' x 7' concrete box stock pass at Station 222+00:

Class "A" Concrete	54.05 Cu. Yd.	at $42.07	$2,273.88
Metal Reinforcement	8,270.92 Lb.	" 0.11	909.80
Total Cost			$3,183.68

Amount Earned

Class "A" Concrete	54.05 Cu. Yd.	at $50.00	$2,702.50
Metal Reinforcement	8,270.92 Lb.	" 0.11	909.80
			$3,612.30
Profit			$ 428.62

3. Comparison:

Estimated Profit if Two 76' x 84" Corrugated Metal Pipe Stock Passes Had Been Constructed	$1,028.58
Profit Made on Concrete Box Stock Pass Which Was Constructed	428.62
Difference	$ 599.96

The contractor would have made about $600.00 more profit if the concrete box had not been substituted for the 84" corrugated metal pipe stock passes.

This is a large contract of over $700,000, and the underrun on 84" corrugated metal pipe is a minor item compared to the large overrun on general excavation, 18" and 30" concrete pipe, Class "A" concrete and selected roadbed topping. The large overrun with the increased profit on these items far outweigh the slight loss on the underrun of 84" corrugated metal pipe.

Very truly yours,

E H Clymer
E. H. Clymer
Chief Cost Analyst

EHC:AR

FORM E 2305 3M 9 52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
TOM EDWARDS, DIVISION ENGINEER
ROSEBURG, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 18, 1952

The Central Heating Company, Oreg. Ltd.
865 Olive Street
Eugene, Oregon

Gentlemen

I am in receipt of your letter of November 12th concerning deletion of two corrugated metal pipe cattle passes and the inclusion of an additional reinforced concrete cattle pass in your work under contract on the Rock Point-Blackwell Hill Section of the Pacific Highway.

This matter was tentatively discussed with you during my inspection of the project in October. At that time, you stated that your concrete and box culverts were bid at approximate cost, it not being your intent to make a profit on this item. The inclusion of an additional culvert, while not specifically stated in the plans, does not increase the item in percentage of an amount to be considered as a basis for a claim. The increase is less than 10%.

Your claim of loss of profits on item 14, 84" corrugated metal pipe, will be investigated. The matter will not be closed at this time, but I wish instead to ask our Cost Accounting Department to make a thorough check of the installation cost of both the concrete box culverts and the corrugated metal pipe. If it is found that the net return to you is comparable on both installations, then no extra compensation will be forthcoming.

I refer you further to Acticle 8-10 of the General Provisions which state that "it is understood and agreed that unless such alterations and increase or decrease materially change the character of the work to be performed or the cost thereof" and further "no claim shall be made by the contractor for any loss of anticipated profits because of any such alteration", it would appear that it would be difficult to find a basis for justified additional payment. However, as stated previously, we wish the altered work to proceed as ordered but will not close the matter at this time and will discuss it when complete performance cost records are available.

Very truly yours

TOM EDWARDS
Division Engineer

TE:rw

cc F. L. Somers
H. G. Smith
A. L. Chapman

Gold Hill, Oregon Nov. 12, '52

Mr. A. L. Chapman, Resident Engineer
Oregon State Highway Department
Grants Pass, Oregon

Re: Contract No. 3771

Dear Sir:

It is our understanding that the 84" corregated metal cattle pass at station 222, and the 84" corregated metal cattle pass at station 186+70 have been deleted from our contract, and in their stead, we are to construct a reinforced concrete cattle pass.

Under our unit prices on this project, the deletion of the metal structures and the construction of the one reinforced concrete structure, would effect a saving to the state of approximately $4,300.

Under our unit prices on this project, the deletion of the metal pipe and the construction of the reinforced concrete box would cause us a loss of approximately $3,000.

It is our intention to proceed immediately with the construction of the reinforced concrete cattle pass.

Since the deletion of the corregated metal cattle pass reduces the amount of corregated metal pipe by more than twenty five percent of the estimated quantities, and since the paragraph under the heading "Concrete Box Culverts and Retaining Walls", pages 16 and 17 of the special provisions are quite explicit as to where the Class "A" Concrete and reinforcing steel on the project is to be placed, and in view of the fact that these changes will operate to cause us a loss of approximately $3,000.00 it is my opinion that we are justified in asking that a price agreement be arranged to cover the loss.

RECEIVED
NOV 18 1952
OREGON
STATE HIGHWAY COMMISSION

COPY

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

We would appreciate having you make arrangements for a conferense with the proper personnel of the Oregon State Highway Department for a discussion of this price agreement at your earliest convenience.

Very truly yours,

THE CENTRAL HEATING CO., OREG. LTD. & F. L. SOMERS

By__________________F. L. Somers.

cc:
Mr. Tom Edwards
Division Engineer

Mr. H. G. Smith
Construction Engineer

flakf
chceug

COPY

FOR FILING
FORM E-30 25M 9-51 82315

[illegible]

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
September 3, 1953

SUBJECT:

To: H. G. Smith
Construction Engineer

REFERRED TO
By Construction Engineer

Dear Sir

I am advised that the Rock Point-Blackwell Hill Project will overrun approximately $29,130 or 3.33% over the original project authorization.

A considerable number of changes were made in the project design after submission. Bids were taken on 237,000 cubic yards of excavation. Plans show 275,889 cubic yards which with normal allowance would total 303,000. The additional was covered by an added item of $43,000 in the project authorization. Actual excavation will be about 360,000 cubic yards.

The plans show a total of 249,758 cubic yards of embankment. Final measure shows 290,734 cubic yards, or approximately 40,000 cubic yards excess. The variance is explained as follows:

1. Design office changed grade on "N" line, Station 30 to Station 50 leaving a 4' grade difference at Station 43. "S" line had to be moved over and carried further to permit spreading at comparable elevation. This required approximately 10,000 cubic yards embankment.

2. Design office changed grade on frontal road at Station 80 to 90, leaving a difference of 10' in elevation between the frontal road and the irrigation ditch bridge opposite Station 86. Frontal road had to be raised, requiring 10,000 cubic yards additional embankment.

3. Grade was raised at Kane Creek interchange to provide clearance required by bridge department. This required approximately 14000 cubic yards embankment.

4. The old channel of Kane Creek had to be filled under revised plan, requiring approximately 10,000 cubic yards. This was not originally contemplated.

The shrink factor experienced is greater than anticipated, thus aggravating the overrun. Haul has not been computed but is being raised proportionately over the planned quantity.

Another item overrunning is Class "A" concrete. This is due to increased heighth of walls at Stations 28+50 and 34+50 and the addition of an extra box culvert at Station 222 (Chavenor Thompson, File 18060). This overrun will amount to $25,000.

Some extra work items have overrun. These are right of way commitments, provide pumps, irrigation facilities, etc. These overruns are minor.

Summary of the project at this time appears to be as follows:

		Plan	Final
1.	Grading Items	$ 272,550*	320,350
2.	Drainage (includes concrete)	119,550	142,150
3.	Surfacing	368,106**	363,200
4.	Contingencies, engineering and extra work.	114,769.50	78,400
	Total	$ 874,975.50	904,100

* Includes $43,000 of anticipated overrun of excavation.

** Includes $12,500 to haul and place filler.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:rw

cc A. L. Chapman

RECEIVED
SEP 4 1953
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 15 1953
FOR FILING

FORM E-128X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 10, 1953

F. L. Somers and Central Heating Co.
Gold Hill, Oregon

NOTED
W. C. WILLIAMS

Dear Sirs:

On July 8 and 9 I observed your paving operation on the Rock Point-Blackwell Hill project and find that certain corrections are in order. I am aware that many mechanical plant difficulties experienced during the paving of the Gold Hill project have been corrected. However, I am concerned about the operating speed of the pug mill. The mill must be kept in such condition that a constant mixing speed may be maintained at all times. The frequent drops in speed that have occurred have caused the production of very unevenly mixed batches. Many of these have been rejected, but there is evidence that some non-uniform asphaltic concrete has been placed on the roadway. Proper mixing will prevent the occurrence of this and proper mixing can only be accomplished if the mixer is maintained in good mechanical condition, mixing at a definite rate and time, and not by the opinion of your plant operator as to the condition of the mix.

Bin analyses and laboratory extractions show a deficiency of certain fine fractions. This can readily be corrected by the addition of sufficient supplementary sand. This was being attempted by feeding of muck sand with a small auger conveyor. The quantity of material fed by this method that reached the cold stone elevator was of such minor quantity that no beneficial effect resulted to the mixture. This condition must be corrected.

The asphalt metering device in the past has been erratic. Presently it seems to be functioning sufficiently well to remain in use. However, if wet or dry batches subsequently result from improper asphalt metering a change will be required.

Very truly yours,

G. W. Harra
Engineer of Materials

GWH:h

c.c. Central Heating Co.
W. C. Williams
H. G. Smith
Tom Edwards

RECEIVED

FOR FILING

8771

April 17, 1953

Mr. Paul W. Haviland
Goldy Building
Medford, Oregon

Dear Sir:

Reference is made to your letter of April 15, 1953, regarding damage done to the Buntin property near Gold Hill, Oregon, in September, 1952.

The prime contractor on the Rock Point-Blackwell grading and paving project is The Central Heating Co., Oregon Ltd., 865 Olive St., Eugene, Oregon, and F. L. Somers, 1111 Walnut St., Klamath Falls, Oregon, in a joint venture.

The Osborn Construction Co., P.O. Box 267, Medford, Oregon, was sub-contractor for clearing and grubbing on the project.

For further details regarding blasting activities in September, 1952, we refer you to Mr. Tom Edwards, Division Engineer, Roseburg, Oregon, or Mr. A. L. Chapman, Resident Engineer, Box 306, Grants Pass, Oregon

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: Tom Edwards
A. L. Chapman

PAUL W. HAVILAND
ATTORNEY AT LAW
GOLDY BUILDING
MEDFORD, OREGON

[illegible] 131 (14

April 15, 1953

State Highway Department
Salem
Oregon

Gentlemen:

Please be advised that I represent the Mercury Insurance Company in connection with a subrogation claim they have against persons responsible for blasting on a State Highway job near Gold Hill, Oregon.

The property damaged was owned by Gene W. Buntin and Gladys F. Buntin, Route 1, Box 89, Gold Hill, Oregon, and the damage occurred on September 15 and 16, 1952. This property is located just north of Gold Hill, Oregon.

According to the information we have, the blasting was done by Osborne Construction Company, F. E. Sommers Company, and Central Heating Company.

I would appreciate advice from you as to who was the contractor doing the blasting on that occasion on your job, and the addresses of the responsible contractors.

Your early cooperation in this matter will be appreciated.

Very truly yours,

Paul W. Haviland

Paul W. Haviland

PWH:VH

[illegible]
The [illegible] Heating Co [illegible] & [illegible]
[illegible] St, Eugene
1111 W[illegible] St
[illegible]

Osborne Const. Co. Sub-
P.O. Box 369
[illegible]

[illegible]
[illegible] 21 & 22 ([illegible] Metal [illegible])
[illegible]
[illegible]

RECEIVED
MAR 6 1953
FOR FILING

BFI-121(11)

3771

MISC. CONTRACTS and
AGREEMENTS No. 1439

1-B-6

Salem, Oregon
January 28, 1953

Mr. R. L. Porter
Right of Way Engineer
Office

Attached is a fully executed Easement granting to the Pacific Portland Cement Company a roadway easement across property acquired from Chris Hansen on the Rockpoint-Blackwell Hill Section on the Pacific Highway in Jackson County.

An executed copy of this easement has been retained in this office.

Yours very truly,

Secretary

FU
Attach: 1

REFERRED TO Geary BY SECRETARY

file

FORM E-30 25M 9-51 82315

AGENDA
JAN 2 1 1953

1-B-6

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 8, 1952

SUBJECT: ITEM FOR AGENDA MEETING
JANUARY 21-22, 1953

File No. 18032-Hansen
Rockpoint-Blackwell Hill Section
Pacific Highway
Jackson County

To: Mr. H. B. Glaisyer
Secretary
State Highway Commission
OFFICE

Will you please place on the next agenda the matter of granting to the Pacific Portland Cement Company a roadway easement across property acquired from Chris Hansen on the Rockpoint-Blackwell Hill Section under Right of Way File 18032.

This easement is to fulfill an obligation of the Highway Commission contained in the settlement with said Pacific Portland Cement Company.

A grant of easement form is enclosed for the Commission's execution, should they approve this matter. This will be presented by the Right of Way Engineer.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

Enc.

A
2 copies to be signed

R-E.

RECEIVED

FILING

FORM E-30X 25M 11-50 44702

[illegible]

15

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1952

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Please be advised that a subcontract between The Central Heating Co., Oreg. Ltd. and F. L. Somers, prime contractor, and T. O. Crowder, covering Items 21 and 22 on the Rock Point - Blackwell Hill Section, Contract No. 3771, Ore. FBI-131 (14), is approved.

Four copies of the subcontract are forwarded herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING
F1-131
3771

September 18, 1952

The Central Heating Co.Oreg.Ltd. and
F. L. Somers
865 Olive Street
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3771, which was awarded to you on August 11, 1952 by the State Highway Commission, for grading and paving on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
SEP 5 1952
FOR FILING

-131 (14)

3771

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between the Central Heating Co. Oreg. Ltd. & F. L. Somers, prime contractor, and the Osborn Construction Company, covering Item 1 of the Rock Point - Blackwell Hill Section, Contract No. 3771, Ore. FBI-131 (14), is approved, and you may so inform the interested parties.

Five approved copies of the subcontract are returned herewith.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
SEP [illegible] 1952
FOR FILING

[illegible]

3771

August 28, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 25, 1952 on Contract No. 3771, Rock Point-Blackwell Hill Section, in connection with Federal-aid Project No. BFI-131 (14).

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

RECEIVED
FOR FILING
FORM E-30X 1BM 1-52 58419

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1952

SUBJECT: File No. 18060-Thompson
Rock Point-Blackwell Hill Sect.
Pacific Highway, Jackson County

To:

H. C. Smith
Construction Engineer
OFFICE

NOTED
W. C. WILLIAMS

Referring to the plans for the Rock Point-Blackwell Hill Section, I notice that it is contemplated installing an 84 inch corrugated iron metal cattle pass at Station 186+70 and also one of the same type and size at Station 222+00.

In accordance with the terms of our settlement with Mr. Thompson both of these pipes have been eliminated and in lieu thereof a 7x7 concrete box culvert is to be constructed at Station 222+00.

I call this matter to your attention so that no confusion may arise.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:rmw

cc: W. C. Williams

RECEIVED
SEP 1 4 1952
FOR FILING

AGENDA
AUG 1 8 1952

4-

3771

August 11, 1952

The Central Heating Co. Oreg. Ltd. &
F. L. Somers
865 Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on July 11 accepted your proposal to peform grading and paving work on the Rock Point-Blackwell Hill Section of the Pacific Highway near Gold Hill in Jackson County for the sum of $794,706, and on the same day awarded Contract No. 3771 to you subject to clearance of right of way and concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - R. G. Smith
S. H. Probert
W. M. Franswa
Goldie Lewis

S+C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 11, 1952
10:55 a.m.

The Central Heating Co. Oreg. Ltd. &
F. L. Somers
865 Olive Street
Eugene, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Rock Point-Blackwell Hill Section of Pacific Highway in Jackson County for which you submitted low bid on July 11, 1952. Contract forms will be mailed you shortly for execution.

E. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

C G Folk
C. G. FOLK
District Engineer

RECEIVED
AUG 12 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT

BFI-131(14)

[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 11, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-131(14), Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County, we hereby concur as of this date in award of contract to The Central Heating Co. Oreg. Ltd. and F. L. Somers, of Eugene, Oregon, low bidder in the amount of $704,706 submitted at the July 11, 1952 bid opening.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
AUG 12 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 14 1952
FOR FILING

August 11, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for the grading and paving work on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County, Project BFI-131 (14), to The Central Heating Co. Oreg. Ltd. and F. L. Somers, of Eugene, Oregon, on the basis of the bid of $704,706 submitted by them on July 11, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FOR FILING

FORM E-90 37,900 4-52 58606

[illegible]

3771

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 11, 1952
Salem, Oregon

SUBJECT: Rock Point-Blackwell Hill Section
Pacific Highway
Jackson County

To: Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

W. C. WILL

Dear Mr. Williams:

All right of way on the Rock Point-Blackwell Hill Section has been acquired or placed under condemnation. The project may be awarded.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:jb

RECEIVED
AUG 12 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 29 1952
FOR FILING

31141

[illegible]

July 29, 1952

County Court of Jackson County
Court House
Medford, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Jackson a fully executed copy of an agreement between the State Highway Commission and Jackson County concerning county roads on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 16 1952
FOR FILING

July 15, 1952

Memorandum to the Commission

Attached for your approval and signature is the original and one carbon copy of an agreement with Jackson County concerning county roads on the Rock Point-Blackwell Hill Section of the Pacific Highway in Jackson County.

This agreement provides for construction of a grade separation structure for a county road at the highway intersection, the closure of certain county roads, and construction of service or frontage roads.

Bids for construction of the Rock Point-Blackwell Hill Section near Gold Hill were received July 11, the low bid being submitted by Central Heating Company and F. L. Somers.

Secretary

FAQ:md
Attach.

cc - Floyd Query

FORM E-30 25M 2-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 14, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Herewith three copies of an agreement covering the Rock Point-Blackwell Hill throughway section of the Pacific Highway in Jackson County. Two copies of this agreement have been signed by the proper county officials and are now ready for presentation to the Commission.

This agreement was handled by this office without an assignment number.

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
W. C. WILLIAMS

RECEIVED
JUL 14 1952
Office of
STATE HIGHWAY ENGINEER

RECEIVED
JUL 16 1952
FOR FILING

[illegible]

221

July 15, 1952

The Central Heating Company Ore. Ltd.
F. L. Somers
865 Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on July 11, 1952 accepted your bid in the amount of $104,706.00 for grading and paving the Rock Point-Blackwell Hill Section of the Pacific Highway near Gold Hill in Jackson County, submitted by you on that day. Yours was the low bid received for this project, and the Commission has awarded the contract to you.

The Engineer was authorized and instructed to prepare contract and bond forms for execution by you and your surety when concurrence in the award of the contract has been received from the U. S. Bureau of Public Roads and right of way matters have been clarified.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franswa

RECEIVED
FOR FILING
FORM E-20 20M 6-51 48713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1952

SUBJECT: Rocky Point-Blackwell Hill Section
Pacific Highway
Jackson County

To:

W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

We are just starting acquisition of right of way on this project, but in order to advise you of the probable cost, we have had the line pre-appraised by one of our staff appraisers and his estimate of value is $257,000.00.

I might further state that our experience has been that pre-appraisal values have expressed a minimum cost, and in some instances it has been necessary to somewhat exceed these values in order to negotiate purchases.

R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:rmw

BFI-19(12) Anlauf-Elkhead Road Unit, 1952
Divide-Rice Hill Sec. of Pac. Hwy., S.
#3772 from Anlauf RR Sta. & E. from Yoncalla.

R. H. Baldock —

VOTED
State Highway Engineer

November 24, 1954

BIT 189(12)

FINAL COST ANALYSIS
Grading
Babler Bros., Inc., Contractor
G. L. Decker, Resident Engineer

Anlauf-Elkhead Road Section
Contract #3772

Pacific Highway
Prefix 10-1059

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	$100,000.00	$60,228.10	$ 60,228.10	$ 100,000.00
Struc. Excav. Unclass.	2,327.17	Cu. Yd.	4.00	3.75	8,739.48	9,308.68
Trench Excav. Unclass.	173.00	Cu. Yd.	3.00	2.76	477.95	519.00
General Excav. Unclass.	1,354,655.8	Cu. Yd.	0.44	0.424	574,591.54	596,048.55
Short Overhaul	2,554,072.1	Yd. Sta.	0.02	0.019	49,242.57	51,081.44
Long Overhaul	21,943.7	C-Yd. Sta.	0.50	0.48	10,576.88	10,971.85
Finish R/B & Slopes	7.34	Mile	1,000.00	964.00	7,075.77	7,340.00
Rounding Cutbanks	22,125.	Lin. Ft.	0.25	0.24	5,332.13	5,531.25
72" Struc. Plate Metal Pipe	186.	" "	40.00	32.71	6,804.14	7,440.00
84" Struc. Plate Metal Pipe	84.	" "	50.00	40.14	3,371.39	4,200.00
6" Perf. Corr. Metal Pipe, Coated	2,520.	" "	2.00	1.54	3,883.30	5,040.00
12" Concrete Pipe	633.	" "	2.00	1.74	1,103.47	1,266.00
18" Concrete Pipe	3,465.	" "	3.50	3.33	11,527.82	12,127.50
24" Concrete Pipe	1,101.	" "	5.00	4.82	5,306.22	5,505.00
30" Concrete Pipe	174.	" "	8.00	6.90	1,201.08	1,392.00
36" Concrete Pipe	204.	" "	10. 00	8.51	1,736.86	2,040.00
30" Ext. Str. Conc. Pipe	600.	" "	7.00	8.31	4,987.78	4,200.00
3/8"-0 Backfill in Drains	332.	Cu. Yd.	10.00	5.12	1,699.32	3,320.00
Class "A" Concrete	461.15	Cu. Yd.	60.00	53.42	24,633.92	27,669.00
Metal Reinforcement	85,055.	Lb.	0.12	0.116	9,855.75	10,206.60
3"-0 Cr. Mtl. in Base	33,100.	Cu. Yd.	3.50	3.11	102,881.69	115,850.00
3/4"-0 Cr. Mtl. in Leveling cse.	7,524	Cu. Yd.	4.00	3.11	23,370.55	30,096.00
Sprinkling	1,145.275	M.Gal.	2.00	1.15	1,311.54	2,290.55

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #1 Clear & Grade Roadway	100%	All	$ 3,000.00	$ 1,542.37	$ 1,542.37	$ 3,000.00
PA #1 6" Concrete Pipe	48.	Lin. Ft.	0.75	0.65	31.01	36.00
PA #2 Construct Cattle Guards	3.	Each	842.50	653.48	1,960.43	2,527.50
PA #3 4" Concrete Pipe	176.	Lin. Ft.	0.90	0.65	113.70	158.40
PA #3 Str. Excav.	13.0	Cu. Yd.	4.00	3.24	42.11	52.00
PA #4 4" Concrete Pipe	144.	Lin. Ft.	0.90	0.58	82.98	129.60
PA #4 Str. Excav.	47.4	Cu. Yd.	4.00	1.88	88.86	189.60
PA #5 Cement Adjustment, Favor State	72.44	BBl.	4.48	4.61	334.27	-324.53
Force Account					46,357.59	52,693.37
Total					$969,772.57	$1,071,905.36

Gross Revenue	$1,071,905.36
Total Cost	969,772.57
Net Profit	$ 102,132.79

Net Profit equals 9.53% of Gross Revenue

Detail of Cost

Labor:		
Labor	$265,215.21	
Supervision	11,185.73	
Labor Insurance	17,086.63	
		$293,487.57
Equipment Rentals, Supplies & Miscellaneous:		
Equipment Rental (Owned)	299,124.66	
Rented Equipment (Not Operated)	29,328.75	
Hired Trucks (Not Operated)	29,275.46	
Gas, Oil & Grease	49,086.44	
Explosives and Accessories	36,744.76	
Freight and Hauling	12,234.49	
Field Office Rent	695.50	
Small Tools & Misc. Supplies	5,982.49	
Home Office & General Overhead	32,157.16	
Bond & Insurance	9,077.90	
		503,707.61
Materials:		
Corrugated Metal Pipe	9,863.71	
Concrete Pipe	14,674.61	
Purchased Crushed Rock	61,724.25	
Paid to Subcontractors	85,917.38	
Lumber	397.44	
		172,577.39
Total		$969,772.57

Remarks:

This was a regular "Federal Aid Project" for the grading of 7.34 miles of the relocated Pacific Highway in Douglas County approximately 15 miles south of Cottage Grove. Bids on the project were opened on July 10, 1952, and the contract was awarded to the low bidder, Babler Bros., Inc., of Portland.

The clearing consisted of cutover pine and fir, with stumps, slashings and heavy underbrush to be disposed of. The clearing was subcontracted to the Shirley G. Stone Co. for $48,000. Stone started the clearing on August 15, 1952, using 2 D-6 Caterpillar tractors with dozers and drums, 2 D-8 Caterpillar tractors with dozers, and a crew of about 10 men equipped with powersaws, hand tools, and explosives. The clearing crew worked intermittently until the major clearing was completed in mid-March, 1953. Due to a low subcontract price, a good profit was made on the clearing by the prime contractor.

As soon as the clearing crew had finished with an area, the prime contractor moved in to make channel changes, lay culvert pipe, and excavate for the box culverts. The box culverts were subcontracted to Johnson and Amens, of McMinnville, who started working on August 18 and completed the last box on November 14, 1952. The grading crew moved onto the job in mid-September, 1952, with 3 DW-21 Caterpiller motor scrapers, 2 E-18 Letourneau motor scrapers, 1 HD-20 Allis-Chalmers push tractor, 2 D-8 Caterpillar push tractors, 3 D-8 Caterpillar tractors with scrapers, a #12 Caterpillar blade, and a D-6 Caterpillar tractor with a dozer and sheepfoot roller. Pioneering was done by the tractor-scraper units with the rubber-tired equipment moving in as soon as haul roads were built. A drilling crew with a 315 CFM Sullivan and 2 600 CFM Ingersoll-Rand compressors, wagon drills, and jack hammers started drilling where rock was uncovered during the grading operation. Rain shut down the grading equipment about December 1, 1952, but the drilling crew worked intermittently all winter. A 1/2-cu. yd. Bucyrus-Erie also worked on channel changes most of the winter.

In late March the contractor moved in a 2 1/2-cu. yd. Manitowoc shovel and used it as a dragline on channel change until April 15, 1953. After April 15, the shovel was used to load 3 Letourneau E-18 rockers with shot rock. Work on the grading operation was frequently interrupted by late spring rains until June 1, then grading was run at full speed. The average weekly yardage was about 60,000 cu. yds. moved. The contractor worked a 10-hour shift 6 days per week, with the tractor and scraper units working 2 shifts at times. The job made rapid progress until its completion on October 29, 1953.

The portions of road that were to receive a spread of rock were graded early and finished so that the rock could be placed during the late summer and early fall before wet weather started. The rock for the job was bought from the E. C. Hall Co., which had been crushing for another state project in the "Rattlesnake Butte" quarry about 6 miles north of the north end of this project. The rock was hauled in hired trucks and processed on the road by the contractor's own equipment.

During the winter, after the contractor had moved all his equipment from the job, a number of slides occurred along most of the length of the job and at Station 385 closed the road entirely. State forces reopened the road for traffic and the contractor was then hired to remove the slide material on a force account equipment rental basis. The contractor moved in the 2 1/2-cu. yd. shovel, 3 rockers, a #12 blade and 2 D-8 dozers and worked from mid-February until mid-April on slide removal. This was completed on April 13, 1954, and the final moveout was completed on April 16, 1954.

The grading consisted of sandstone covered with heavy red clay. Good supervision and efficient use of equipment resulted in a fair profit on this portion of the work. Good subcontract prices resulted in a good profit on the box culvert. A reasonable price for crushed rock and high bid prices resulted in an excellent profit on the rock base. Overall, the job resulted in a 9.53% profit.

Oscar Cutler
Chief Cost Analyst

By . . Curtis H. Baker

[illegible]
3772

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 23, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3772	17-final	Babler Bros. Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12356	R-97181	$ 31,966.32	6/22/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: to April 24, 1954 without penalty

Completion Date: April 13, 1954

Date Accepted: June 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-25-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By
Assistant Secretary

Warrant Mailed: JUN 25 1954
caw

NOTED ON CARD

RECEIVED
JUN 9 1954
FOR FILING

June 9, 1954

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3772 for grading on the Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County was completed by the contractor, Babler Bros.,Inc., on April 13, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $31,966.32 will be released to the contractor after acceptance by the Commission. The total contract amount is $1,071,905.36, of which amount $52,693.37 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
6-9-54 gl

RECEIVED
[illegible]
FOR FILING

[illegible]

3772

3rd

June 2, 1954

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros.,Inc. on contract No. 3772, for grading on the Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County.

This payment, in the amount of $31,986.38, will be released to the contractor on or after June 12, 1954. The retained percentage is $32,163.06.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
[illegible]

RECEIVED
MAY 27 1954
FOR FILING

BFI-1 [illegible]

3772

May 26, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on April 13, 1954 on Contract No. 3772, Anlauf-Elkhead Road Unit, Divide-Rice Hill Section in Douglas County, in connection with Federal Aid Project No. BFI-129 (12).

This revised completion date is to cover removal of slides which occurred after original completion date was submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
MAY 18 1954
FOR FILING

EF1-189(.)

3772

May 17, 1954

[illegible] Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on May 11, 1954, had under discussion your request for an extension of time from October 31, 1953 to April 24, 1954 within which to complete your contract No. 3772, covering the Anlauf-Elkhead Road Unit, Divide-Elk Hill Section of the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
[illegible]

By
Lloyd [illegible], Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

Gilmore [illegible]ecker,
Resident Engineer

[illegible] Smith,
Construction Engineer

NOTED ON CARD
5-17-54

RECEIVED

April 14, 1954

Oregon State Highway Commission

Request for extension of time
No. 1
May 11 and 12 Meeting

Gentlemen:

Herewith is a request from Babler Bros., Inc. for an extension of time on the Anlauf-Elkhead Road Unit, Contract No. 3772, from October 31, 1953 to April 24, 1954, inclusive.

All work on this project was completed by the specified completion date with the exception of completing the amount of slide removal, which was over and above the contract quantities, and which is being handled on a force account basis. The overrun causes no inconvenience to the traveling public and, in fact, is being done at the request of the Department.

I recommend, therefore, that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS: fp

cc Mr. H. G. Smith

RECEIVED

ING

BPI-189(12)

3712

April 5, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
400 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Anlauf-Elkhead Road Contract No. 3772, Oregon BPI-189 (12), from October 31, 1953 to April 24, 1954 to Babler Brothers, contractors.

All work on this project was completed by the specified completion date with the exception of completing the amount of slide removal, which was over and above the contract quantities, and which is being handled on a force account basis. The overrun in time causes no inconvenience to the traveling public, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

EAP: me

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
MAR 30 1954
FOR FILING

[illegible]

3772

2nd

March 30, 1954

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros., Inc. on contract No. 3772, for grading on the Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County.

This payment, in the amount of $18,596.20, will be released to the contractor on or after April 9, 1954. The retained percentage is $31,173.80.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
3-30-[illegible]

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report No. 72

FOR CONSTRUCTION PROJECTS ONLY

EF I-179(12)

For Week Ending January 23, 1954

Section Anlauf-Elkhead Unit Divide-Rice Hill

Kind of work Grading

Highway Pacific

Section prefix 10-1059

Contractor Babler Bros

Contract number 3772

Date of contract August 15, 1952

Date of completion October 31, 1953

Date work started August 15, 1952

Estimated date of completion October 31, 1953

Amount of contract $1,058,615.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $1,058,615.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $50,000.00, 62 %

Date project was completed October 29, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Field party setting final monuments and ties.

NOTED H. G. SMITH

NOTED FORREST CO[illegible]

NOTED B. A. MARTIN

Signed G L Decker
G. L. Decker., Res. Engr.

Address Cottage Grove, Oregon

RECEIVED JAN 2[illegible] 195[illegible] OFFICE OF CONST[illegible] ENGINEER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53382

RECEIVED
JAN 5 - 1954
FOR FILING

[illegible]

3772

January 5, 1954

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Gabler Brothers, Inc. on contract No. 3772, covering grading on the Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County. This payment, in the amount of $30,983.37 will be released to the contractor on or after January 15, 1954. The retained percentage is $30,598.65.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Peerless Casualty Company
Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
1-5-54
m

RECEIVED
NOV 27 1953
FOR FILING

[illegible]

3772

November 27, 1953

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Babler Brothers, Inc. a portion of the funds heretofore retained by the Commission on contract No. 3772, covering Grading on the Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County.

This payment, in the amount of $55,367.47 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $29,640.41. The present payment will be released on or after December 7, 1953.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisifed, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Peerless Casualty Company
19 Federal St.
Keene, New Hampshire.

Peerless Casualty Company
Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

11-27-53

RECEIVED
NOV 2 1953
FOR FILING

[illegible]

3772

October 30, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 29, 1953 on Contract No. 3772, Anlauf-Elkhead Road Unit, Divide-Rice Hill Section in Douglas County, in connection with Federal Aid Project No. HFI-189 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:tp

c.c.: John Cattrall

file

RECEIVED
SEP 9 1953
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Section: Anlauf-Rice Hill

Highway: Pacific

County: Douglas

Prefix: 10-1059&1069

Res. Engr.: G. L. Decker

Length of Project: 14.331 Miles

Stations: 295+00 **to** 1050+27.40

The recommended total thickness of base course plus AC wearing surface is as follows:

Stations	Total Depth of Base Plus Wear
295+00 - 529+00	20½"
529+00 - 581+00	15½"
581+00 - 656+00	20½"
656+00 - 681+00	15½"
681+00 - 685+48	20½"
685+48 - 905+00	16½"
905+00 - 922+00 (Embankment)	15½"
922+00 - 1050+27.4	24 "

Subject to increase or decrease as directed by the engineer. Design data is attached.

Submitted by ______________________
Soils Engineer

Recommended by ______________________
Construction Engineer

Recommended by O A White
ass't Engineer of Materials

Approved by ______________________
Ass't. State Highway Engr.

cc
Ass't. State Hwy. Engr.
Construction Engineer
Engineer of Materials
Division Engr. (Tom Edwards)
Resident Engr. (G. L. Decker)
Office Engineer
Soils Engineer

9/10/53

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION

Soils Section
Subbase & Base Design

Section: Anlauf-Rice Hill

Highway: Pacific

County: Douglas

Prefix: 10-1059 & 1069

Res. Engr.: G. L Decker

Length of Project: 14.331 Miles

Stations: 295+00 to 1050+27.4

Location			Soil Characteristics				Required Thickness Traffic		
Station	Depth	% Pass 200	LL	PI	R Value	% Silt	Light	Medium	Heavy
322+50	?	81.1	50	27	50.5	30 Assum			10½"
	6'	76.1	48	20	59	30 "			9½"
442+50	12'-24'	58.0	36	12	25	29.3			18½"
444+49	2'-24'	57.2	29	7	40	27.0			18½"
448+82	9'-35'	77.0	46	24	20	30.9			20½"
485+03	2'- 8'	84.6	53	28	21	50.5			16 "
494+60	2'-10'	87.0	52	24	24	48.5			20½"
486+05	10'-20'	73.7	41	13	22	34.0			20½"
539+52	12'-16'	27.2	22	3	51	10.2			10½"
543+62	18'-22'	82.9	47	27	39	39.4			14 "
642+50	12'-16'	70.2	39	19	28	31.0			19 "
666+35	2'-20'	61.4	34	12	40	25.6			15½"
684+04	9'-18'	51.1	30	9	41	20.7			19 "
761+50	2'-10'	49.9	50	33	30	27.8			16 "
772+50	2'-12'	65.6	53	21	40	36.4			13½"
840+94	4'-24'	38.3	29	11	30	11.5			12 "
855+07	2'-12'	77.7	75	45	35	36.9			13 "
907+41	2'-15'	39.9	39	19	34	22.3			14 "
913+04	2'- 7'	56.7	56	21	60	22.9			9½"
Borrow Area	6'	82.2	48	27	26	40.7			19 "
Lft. Sta.	10' Hole#3	91.9	68	44	15	63.9			23 "
910 - 915	16' " #3	90.3	48	26	20	42.5			21 "
	16' " #2	49.5	31	13	34	22.2			15 "
934+72	?	85.8	94	70	40	40.6			19 "

RECEIVED
FOR FILING

BFI-189(12)

3772

1283

No. 1283
By wcw

ASSIGNMENT

Date: **June 11, 1953**

Description: **Six copies of Southern Pacific Company Bill No. 427161 for cost of labor and material furnished in connection with highway construction between Anlauf and Divide**

Acknowledged by _____ Referred to ____**Gardner** ✓______

Investigate and report with recommendation
xxxx ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________ signature

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Assignment executed Retd 6-12-53 Report received ______

Remarks: Bill being processed for Pay-ments
wcag

RECEIVED
1953
FOR FILING

B11-15(1)
3772

April 27, 1953

The Pacific Telephone and Telegraph Company
Eugene, Oregon

Attention: Mr. J. L. Perry
District Plant Engineer

Gentlemen:

This is your authority to bill the State Highway Department in the amount of $950.00 for the cost of removing your present wire, crossarms and anchors and place new wire, crossarms and anchors on the relocated power line on Douglas County R.E.A. pole line on the Buck Creek County Road about 0.5 mile east of Anlauf, the present pole line being on private property.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS: me

cc Mr. H. G. Smith
Mr. Tom Edwards

CEIVED
1953
FOR FILING

BP1-15(1a)

2772

April 27, 1953

The Pacific Telephone and Telegraph Company
Eugene, Oregon

Attention: Mr. J. L. Perry
District Plant Engineer

Gentlemen:

This is your authority to bill the State Highway Department in the amount of $950.00 for the cost of removing your present wire, crossarms and anchors and place new wire, crossarms and anchors on the relocated power line on Douglas County R.E.A. pole line on the Buck Creek County Road about 0.5 mile east of Anlauf, the present pole line being on private property.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS: me

cc Mr. H. G. Smith
Mr. Tom Edwards

C
O
P
Y

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

EUGENE, April 17, 1953

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. G. Smith
Construction Engineer
Construction Department

Gentlemen:

This refers to the relocation of our aerial wire plant supported on Douglas County R.E.A. pole line on Buck Creek County Road about .5 miles east of Anlauf, due to the construction of your new highway across our wire.

It will be necessary to remove our present wire, crossarms and anchors and place new wire, crossarms and anchors on the relocated power pole line.

We estimate the actual cost of all work involved, less salvage and the amount of depreciation for the used life of the existing plant, will amount to about $950.00.

We will proceed with this work as soon as possible so as to be in the clear of your operations, and will be pleased to receive your authorization to bill for the work involved.

Yours very truly,

J. L. Perry
District Plant Engineer

SSM/jv
R.O. #54161

Form PR 2 (Revised 1950)

801

Federal Aid Bond Issue

State **Oregon**

Project No. **BFI-189(12)**

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this **10th** day of **March**, 19**53**, by and between **the Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **13th** day of **February**, 19**52**, a program, which was approved on the **28th** day of **March**, 19**52**, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the **25th** day of **June**, 19**52**; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of **seven hundred eighty-eight thousand and 00/100** dollars ($**788,000.00**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, (Include date and citation of

Oregon Laws 1951, viz.:
act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 295+00 in the SE 1/4, Section 30, T-21-S, R-4-W., W.M. and survey station 685+48 in the SE 1/4, Section 31, T-22-S, R-4-W, W.M., without exception,

, length 7.406 miles, in Douglas County, being Oregon Federal Aid Bond Issue project No. BFI-189(12), consisting of 7.329 miles of roadway and five bridges, each of more than 20 feet clear span, 0.077 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of seven hundred eighty-eight thousand and 00/100 dollars ($788,000.00), which does not exceed the authorized Federal pro rata share of one million, two hundred sixty-nine thousand seventy-nine and 35/100 dollars ($1,269,079.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By M A M Luce

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

RECD MAR 13 1553

Oregon State Highway Department

Federal Aid Primary
Project No. BFI-189(12)

ANLAUF-ELKHEAD ROAD UNIT, DIVIDE-RICE HILL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1952

Type Code 0011
4-Lane Roadway (Sta. 295+00 to 314+47)(Sta. 367+00 to 463+50)(Contract No. 3772)

All Required		Clearing and Grubbing (30%)		$ 30,000.00
760	cu.yd.	Structural Excavation, Unclassified	$ 4.00	3,040.00
160	cu.yd.	Trench Excavation, Unclassified	3.00	480.00
497,900	cu.yd.	General Excavation, Unclassified	0.44	219,076.00
824,000	yd.sta.	Short Overhaul	0.02	16,480.00
6,200	C-yd.sta.	Long Overhaul	0.50	3,100.00
2.18	mile	Finishing Roadbed and Slopes	1,000.00	2,180.00
8,400	lin.ft.	Rounding Cutbanks	0.25	2,100.00
200	lin.ft.	72-inch Corrugated Metal Pipe	40.00	8,000.00
90	lin.ft.	84-inch Corrugated Metal Pipe	50.00	4,500.00
110	lin.ft.	12-inch Concrete Pipe	2.00	220.00
1,200	lin.ft.	18-inch Concrete Pipe	3.50	4,200.00
170	lin.ft.	24-inch Concrete Pipe	5.00	850.00
130	lin.ft.	30-inch Concrete Pipe	8.00	1,040.00
220	lin.ft.	36-inch Concrete Pipe	10.00	2,200.00
460	lin.ft.	30-inch Extra Strength Concrete Pipe	7.00	3,220.00
165	cu.yd.	Class "A" Concrete in Box Culverts	60.00	9,900.00
26,800	lb.	Metal Reinforcement in Box Culverts	0.12	3,216.00
19,400	cu.yd.	3" - 0 Rock in Base	3.50	67,900.00
4,300	cu.yd.	3/4" - 0 Rock in Base	4.00	17,200.00
1,100	M-gal.	Sprinkling	2.00	2,200.00
		Subtotal		$401,102.00
		10% Engr. & Cont.		40,110.20
		Total		$441,212.20

Length of Roadway 2.173 Miles
Cost per Mile $203,042.89

Type Code 0011
3-Lane Roadway (Sta. 314+47 to 367+00)(Contract No. 3772)

All Required		Clearing and Grubbing (13%)		$ 13,000.00
230	cu.yd.	Structural Excavation, Unclassified	$ 4.00	920.00
90	cu.yd.	Trench Excavation, Unclassified	3.00	270.00
369,000	cu.yd.	General Excavation, Unclassified	0.44	162,360.00
588,800	yd.sta.	Short Overhaul	0.02	11,776.00

8,400	C-yd.sta.	Long Overhaul	$ 0.50	$ 4,200.00
1.00	mile	Finishing Roadbed and Slopes	1,000.00	1,000.00
6,100	lin.ft.	Rounding Cutbanks	0.25	1,525.00
500	lin.ft.	18-inch Concrete Pipe	3.50	1,750.00
340	lin.ft.	30-inch Extra Strength Concrete Pipe	7.00	2,380.00
6,100	cu.yd.	3" - 0 Rock in Base	3.50	21,350.00
1,400	cu.yd.	3/4" - 0 Rock in Base	4.00	5,600.00
570	M-gal.	Sprinkling	2.00	1,140.00
		Subtotal		$227,271.00
		10% Engr. & Cont.		22,727.10
		Total		$249,998.10

Length of Roadway	0.995 Miles
Cost per Mile	$251,254.37

Type Code 0011
2-Lane Roadway (Sta. 463+50 to 685+48)(Contract No. 3772)

All Required		Clearing and Grubbing (57%)		$ 57,000.00
710	cu.yd.	Structural Excavation, Unclassified	$ 4.00	2,840.00
350	cu.yd.	Trench Excavation, Unclassified	3.00	1,050.00
413,100	cu.yd.	General Excavation, Unclassified	0.44	181,764.00
1,216,200	yd.sta.	Short Overhaul	0.02	24,324.00
19,400	C-yd.sta.	Long Overhaul	0.50	9,700.00
4.16	mile	Finishing Roadbed and Slopes	1,000.00	4,160.00
10,700	lin.ft.	Rounding Cutbanks	0.25	2,675.00
260	lin.ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	520.00
180	lin.ft.	12-inch Concrete Pipe	2.00	360.00
1,450	lin.ft.	18-inch Concrete Pipe	3.50	5,075.00
910	lin.ft.	24-inch Concrete Pipe	5.00	4,550.00
60	cu.yd.	3/8" - 0 Backfill in Drains	10.00	600.00
255	cu.yd.	Class "A" Concrete in Box Culverts	60.00	15,300.00
39,400	lb.	Metal Reinforcements in Box Culverts	0.12	4,728.00
10,100	cu.yd.	3" - 0 Rock in Base	3.50	35,350.00
2,200	cu.yd.	3/4" - 0 Rock in Base	4.00	8,800.00
730	M-gal.	Sprinkling	2.00	1,460.00
				$360,256.00

Type Code X020
County Road over Curtis Creek (Left of Sta. 510+00)(Contract No. 3832)

15	cu.yd.	Structural Excavation	$12.00	$ 180.00
200	lin.ft.	Furnish Timber Piling	2.50	500.00
12	only	Drive Timber Piles	58.00	696.00
40	cu.yd.	Class "A" Concrete	66.00	2,640.00
7,500	lb.	Metal Reinforcement	0.11	825.00
				$4,841.00

Type Code X021
Cox Creek County Road over Curtis Creek (Left of Sta. 599+50)(Contract No. 3831)

180	cu.yd.	Structural Excavation	$10.00	$ 1,800.00
5	cu.yd.	Excavation Below Elevation Shown	20.00	100.00
150	cu.yd.	Class "A" Concrete	54.00	8,100.00
42,000	lbs.	Metal Reinforcement	0.10	4,200.00
33	lin.ft.	6-inch Drain Pipe	2.00	66.00
				$14,266.00

Subtotal	$379,363.00
10% Engr. & Cont.	37,936.30
Total	$417,299.30

Length of Roadway	4.161 Miles
Cost per Mile	$100,288.22

Type Code X221
Duck Creek Road Overcrossing (Sta. 313+15 to Sta. 314+05)(Contract No. 3832)

220	cu.yd.	Structural Excavation	$16.50	$ 3,630.00
5	cu.yd.	Excavation Below Elevation Shown	20.00	100.00
580	lin.ft.	Treated Timber Piling	2.00	1,160.00
16	only	Drive Timber Piles	40.00	640.00
295	cu.yd.	Class "A" Concrete	55.00	16,225.00
63,000	lbs.	Metal Reinforcement	0.11	6,930.00
80	lin.ft.	6-inch Drain Pipe	2.00	160.00
				$28,845.00

Type Code X220
County Road Overcrossing (Sta. 460+06 to Sta. 460+94)(Contract No. 3832)

280	cu.yd.	Structural Excavation	$17.50	$ 4,900.00
5	cu.yd.	Excavation Below Elevation Shown	20.00	100.00
660	lin.ft.	Furnish Steel Piling	7.00	4,620.00
20	only	Drive Steel Piles	50.00	1,000.00
450	cu.yd.	Class "A" Concrete	50.00	22,500.00
97,000	lin.ft.	Metal Reinforcement	0.10	9,700.00
80	lin.ft.	6-inch Drain Pipe	2.00	160.00
				$42,980.00

Type Code X721
Cox Creek Road Undercrossing (Sta. 599+50)(Contract No. 3831)

190	cu.yd.	Structural Excavation	$18.00	$ 3,420.00
5	cu.yd.	Excavation Below Elevation Shown	20.00	100.00
300	lin.ft.	Furnish Steel Piling	7.00	2,100.00
8	only	Drive Steel Piles	75.00	600.00
260	cu.yd.	Class "A" Concrete	55.00	14,300.00
72,000	lb.	Metal Reinforcement	0.10	7,200.00
110	sq.yd.	Concrete Slab Riprap	7.00	770.00
75	lin.ft.	6-inch Drain Pipe	2.00	150.00
				$28,640.00

Type Code X021
Curtis Creek Bridge (Sta. 607+56 to Sta. 608+56)(Contract No. 3831)

125	cu.yd.	Structural Excavation	$17.50	$ 2,187.50
5	cu.yd.	Excavation Below Elevation Shown	20.00	100.00
220	cu.yd.	Class "A" Concrete	55.00	12,100.00
48,000	lb.	Metal Reinforcement	0.10	4,800.00
				$19,187.50

Type Code X021
Elk Creek Bridge (Sta. 631+93.52 to Sta. 633+23.92)(Contract No. 3831)

All Required		Shoring and Cribbing		$ 2,700.00
100	cu.yd.	Structural Excavation	$11.00	1,100.00
5	cu.yd.	Excavation Below Elevation Shown	20.00	100.00
200	lin.ft.	Furnish Steel Piling	8.00	1,600.00
8	only	Drive Steel Piles	50.00	400.00
245	cu.yd.	Class "A" Concrete	56.00	13,720.00
67,000	lb.	Metal Reinforcement	0.10	6,700.00
				$ 26,320.00

Subtotal	$145,972.50
10% Engr. & Cont.	14,597.25
Total	$160,569.75

Length of Structures 0.077 Miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 441,212.20	$273,959.00	$167,253.20
3-Lane Roadway	249,998.10	155,229.00	94,769.10
2-Lane Roadway	417,299.30	259,111.00	158,188.30
Structures	160,569.75	99,701.00	60,868.75
	$1,269,079.35	$788,000.00	$481,079.35

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939; Chap. 491, Laws 1951.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Primary
Project No. FI-189 (12)

ANLAUF ELKHEAD ROAD UNIT, DIVIDE-RICE HILL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 7, 1952

Type Code 0011
4-Lane Roadway (Sta. 295+00 to 314+47) (Sta. 367+00 to 463+50) (Contract No. 3772)

All Required		Clearing and Grubbing (30%)		$ 30,000.00
760	cu. yds.	Structural Excavation, Unclassified	$ 4.00	3,040.00
160	cu. yds.	Trench Excavation, Unclassified	3.00	480.00
497,900	cu. yds.	General Excavation, Unclassified	0.44	219,076.00
824,000	yd. stas.	Short Overhaul	0.02	16,480.00
6,200	C-yd. stas.	Long Overhaul	0.50	3,100.00
2.18	miles	Finishing Roadbed and Slopes	1,000.00	2,180.00
8,400	lin. ft.	Rounding Cutbanks	0.25	2,100.00
200	lin. ft.	72-inch Corrugated Metal Pipe	40.00	8,000.00
90	lin. ft.	84-inch Corrugated Metal Pipe	50.00	4,500.00
110	lin. ft.	12-inch Concrete Pipe	2.00	220.00
1,200	lin. ft.	18-inch Concrete Pipe	3.50	4,200.00
170	lin. ft.	24-inch Concrete Pipe	5.00	850.00
130	lin. ft.	30-inch Concrete Pipe	8.00	1,040.00
220	lin. ft.	36-inch Concrete Pipe	10.00	2,200.00
460	lin. ft.	30-inch Extra Strength Concrete Pipe	7.00	3,220.00
165	cu. yds.	Class "A" Concrete in Box Culverts	60.00	9,900.00
26,800	lbs.	Metal Reinforcement in Box Culverts	0.12	3,216.00
19,400	cu. yds.	3" - 0 Rock in Base	3.50	67,900.00
4,300	cu. yds.	3/4" - 0 Rock in Base	4.00	17,200.00
1,100	M-gal.	Sprinkling	2.00	2,200.00
			Subtotal	$401,102.00
			10% Engr. & Cont.	40,110.20
			Total	$441,212.20

Length of Roadway	2.173 Miles
Cost per Mile	$203,042.89

Type Code 0011
3-Lane Roadway (Sta. 314+47 to 367+00) (Contract No. 3772)

All Required		Clearing and Grubbing (13%)		$ 13,000.00
230	cu. yds.	Structural Excavation, Unclassified	$ 4.00	920.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
369,000	cu. yds.	General Excavation, Unclassified	0.44	162,360.00
588,800	yd. stas.	Short Overhaul	0.02	11,776.00
8,400	C-yd. Sta.	Long Overhaul	0.50	4,200.00
1.00	mile	Finishing Roadbed and Slopes	1,000.00	1,000.00
6,100	lin. ft.	Rounding Cutbanks	0.25	1,525.00
500	lin. ft.	18-inch Concrete Pipe	3.50	1,750.00
340	lin. ft.	30-inch Extra Strength Concrete Pipe	7.00	2,380.00
6,100	cu. yds.	3" - 0 Rock in Base	3.50	21,350.00
1,400	cu. yds.	3/4" - 0 Rock in Base	4.00	5,600.00
570	M-gals.	Sprinkling	2.00	1,140.00
			Subtotal	$227,271.00
			10% Engr. & Cont.	22,727.10
			Total	$249,998.10

Length of Roadway 0.995 mile
Cost per Mile $251,254.37

Type Code 0011
2-Lane Roadway (Sta. 463+50 to 685+48) (Contract No. 3772)

All Required		Clearing and Grubbing (57%)		$ 57,000.00
710	cu. yds.	Structural Excavation, Unclassified	$ 4.00	2,840.00
350	cu. yds.	Trench Excavation, Unclassified	3.00	1,050.00
413,100	cu. yds.	General Excavation, Unclassified	0.44	181,764.00
1,216,200	yd. stas.	Short Overhaul	0.02	24,324.00
19,400	C-yd. stas.	Long Overhaul	0.50	9,700.00
4.16	miles	Finishing Roadbed and Slopes	1,000.00	4,160.00
10,700	lin. ft.	Rounding Cutbanks	0.25	2,675.00
260	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	520.00
180	lin. ft.	12-inch Concrete Pipe	2.00	360.00
1,450	lin. ft.	18-inch Concrete Pipe	3.50	5,075.00
910	lin. ft.	24-inch Concrete Pipe	5.00	4,550.00
60	cu. yds.	3/8" - 0 Backfill in Drains	10.00	600.00
255	cu. yds.	Class "A" Concrete in Box Culverts	60.00	15,300.00
39,400	lbs.	Metal Reinforcements in Box Culverts	0.12	4,728.00
10,100	cu. yds.	3" - 0 Rock in Base	3.50	35,350.00
2,200	cu. yds.	3/4" - 0 Rock in Base	4.00	8,800.00
730	M-gals.	Sprinkling	2.00	1,460.00
				$360,256.00

Type Code X020
County Road over Curtis Creek (Left of Sta. 510+00)

15	cu. yds.	Structural Excavation	$ 5.00	$ 75.00
200	lin. ft.	Furnish Timber Piling	1.50	300.00
12	only	Drive Timber Piles	50.00	600.00
40	cu. yds.	Class "A" Concrete	68.00	2,720.00
7,500	lbs.	Metal Reinforcement	0.11	825.00
				$ 4,520.00

Type Code X021
Cox Creek County Road over Curtis Creek (Left of Sta. 599+50)

180	cu. yds.	Structural Excavation	$ 10.00	$ 1,800.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
150	cu. yds.	Class "A" Concrete	70.00	10,500.00
42,000	lbs.	Metal Reinforcement	0.11	4,620.00
33	lin. ft.	6-inch Drain Pipe	3.00	99.00
				$ 17,119.00

Subtotal	$381,895.00
10% Engr. & Cont.	38,189.50
Total	$420,084.50

Length of Roadway	4.161 Miles
Cost per Mile	$101,152.48

Type Code X221
Buck Creek Road Overcrossing (Sta. 313+15 to Sta. 314+25)

220	cu. yds.	Structural Excavation	$ 7.50	$ 1,650.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
580	lin. ft.	Treated Timber Piling	1.50	870.00
16	only	Drive Timber Piles	50.00	800.00
295	cu. yds.	Class "A" Concrete	70.00	20,650.00
63,000	lbs.	Metal Reinforcement	0.11	6,930.00
80	lin. ft.	6-inch Drain Pipe	2.50	200.00
				$ 31,150.00

Type Code X220
County Road Overcrossing (Sta. 460+06 to Sta. 460+94)

280	cu. yds.	Structural Excavation	$ 7.50	$ 2,100.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
660	lin. ft.	Furnish Steel Piling	5.50	3,630.00

20	only	Drive Steel Piles	$ 70.00	$ 1,400.00
450	cu. yds.	Class "A" Concrete	68.00	30,600.00
97,000	lin. ft.	Metal Reinforcement	0.11	10,670.00
80	lin. ft.	6-inch Drain Pipe	2.50	200.00
				$ 48,650.00

Type Code X721
Cox Creek Road Undercrossing (Sta. 599+50)

190	cu. yds.	Structural Excavation	$ 10.00	$ 1,900.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
300	lin. ft.	Furnish Steel Piling	5.50	1,650.00
8	only	Drive Steel Piles	70.00	560.00
260	cu. yds.	Class "A" Concrete	70.00	18,200.00
72,000	lbs.	Metal Reinforcement	0.11	7,920.00
110	sq. yds.	Concrete Slab Riprap	7.50	825.00
75	lin. ft.	6-inch Drain Pipe	3.00	225.00
				$ 31,380.00

Type Code X021
Curtis Creek Bridge (Sta. 607+56 to Sta. 608+56)

125	cu. yds.	Structural Excavation	$ 10.00	$ 1,250.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
220	cu. yds.	Class "A" Concrete	70.00	15,400.00
48,000	lbs.	Metal Reinforcement	0.11	5,280.00
				$ 22,030.00

Type Code X021
Elk Creek Bridge (Sta. 631+93.52 to Sta. 633+23.92)

All Required		Shoring and Cribbing		$ 2,000.00
100	cu. yds.	Structural Excavation	$ 10.00	1,000.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
200	lin. ft.	Furnish Steel Piling	7.00	1,400.00
8	only	Drive Steel Piles	70.00	560.00
245	cu. yds.	Class "A" Concrete	70.00	17,150.00
67,000	lbs.	Metal Reinforcement	0.11	7,370.00
				$ 29,580.00

Subtotal	$162,790.00
10% Engr. & Cont.	16,279.00
Total	$179,069.00

Length of Structures 0.077 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 441,212.20	$273,885.00	$167,327.20
3-Lane Roadway	249,998.10	155,188.00	94,810.10
2-Lane Roadway	420,084.50	260,769.00	159,315.50
Structures	179,069.00	111,158.00	67,911.50
	$1,290,363.80	$801,000.00	$489,363.80

Oregon State Highway Department

Federal Aid Primary
Project No. BFI-189 (12)

ANLAUF ELKHEAD ROAD UNIT, DIVIDE-RICE HILL SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 24, 1952

Type Code 0011
4-Lane Roadway (Sta. 295+00 to 314+47) (Sta. 367+00 to 463+50)

All Required		Clearing and Grubbing (30%)	$	$ 22,500.00
760	cu. yds.	Structural Excavation, Unclassified	3.50	2,660.00
160	cu. yds.	Trench Excavation, Unclassified	3.00	480.00
497,900	cu. yds.	General Excavation, Unclassified	0.44	219,076.00
824,000	yd. Stas.	Short Overhaul	0.02	16,480.00
6,200	C-yd. sta.	Long Overhaul	0.50	3,100.00
2.18	mile	Finishing Roadbed and Slopes	750.00	1,635.00
8,400	lin. ft.	Rounding Cutbanks	0.20	1,680.00
200	lin. ft.	72-inch Corrugated Metal Pipe	40.00	8,000.00
90	lin. ft.	84-inch Corrugated Metal Pipe	45.00	4,050.00
110	lin. ft.	12-inch Concrete Pipe	2.50	275.00
1,200	lin. ft.	18-inch Concrete Pipe	3.50	4,200.00
170	lin. ft.	24-inch Concrete Pipe	4.75	807.50
130	lin. ft.	30-inch Concrete Pipe	6.50	845.00
220	lin. ft.	36-inch Concrete Pipe	11.00	2,420.00
460	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	3,680.00
165	cu. yds.	Class "A" Concrete in Box Culverts	65.00	10,725.00
26,800	lbs.	Metal Reinforcement in Box Culverts	0.14	3,752.00
19,400	cu. yds.	3"-0 Rock in Base	3.15	61,110.00
4,300	cu. yds.	3/4"-0 Rock in Base	3.30	14,190.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
		Subtotal		$384,415.50
		10% Engr. & Cont.		38,441.55
		Total		$422,857.05

Length of Roadway	2.181 miles
Length of Structure	0.026 miles
Total Length	2.207
Cost Per Mile	$193,862.18

Type Code 0011
3-Lane Roadway (Sta. 314+47 to 367+00)

All Required		Clearing and Grubbing (13%)	$	$ 9,750.00
230	cu. yds.	Structural Excavation, Unclassified	3.50	805.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
369,000	cu. yds.	General Excavation, Unclassified	0.44	162,360.00
588,800	yd. sta.	Short Overhaul	0.02	11,776.00
8,400	C-yd. sta.	Long Overhaul	0.50	4,200.00
1.00	mile	Finishing Roadbed and Slopes	750.00	750.00
6,100	lin. ft.	Rounding Cutbanks	0.20	1,220.00
500	lin. ft.	18-inch Concrete Pipe	3.50	1,750.00
340	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	2,720.00
6,100	cu. yds.	3"-0 Rock in Base	3.15	19,215.00
1,400	cu. yds.	3/4"-0 Rock in Base	3.30	4,620.00
570	M-gals.	Sprinkling	2.50	1,425.00
			Subtotal	$220,861.00
			10% Engr. & Cont.	22,086.10
			Total	$242,947.10

Length of Roadway	0.995 mile
Cost Per Mile	$244,167.93

Type Code 0011
2-Lane Roadway (Sta. 463+50 to 685+48)

All Required		Clearing and Grubbing (57%)	$	$ 42,750.00
710	cu. yds.	Structural Excavation, Unclassified	3.50	2,485.00
350	cu. yds.	Trench Excavation, Unclassified	3.00	1,050.00
413,100	cu. yds.	General Excavation, Unclassified	0.44	181,764.00
1,216,200	yd. sta.	Short Overhaul	0.02	24,324.00
19,400	C-yd.sta.	Long Overhaul	0.50	9,700.00
4.16	mile	Finishing Roadbed and Slopes	750.00	3,120.00
10,700	lin. ft.	Rounding Cutbanks	0.20	2,140.00
260	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	520.00
180	lin. ft.	12-inch Concrete Pipe	2.50	450.00
1,450	lin. ft.	18-inch Concrete Pipe	3.50	5,075.00
910	lin. ft.	24-inch Concrete Pipe	4.75	4,322.50

60	cu. yds.	3/8"-0 Backfill in Drains	$ 6.00	$ 360.00
255	cu. yds.	Class "A" Concrete in Box Culverts	65.00	16,575.00
39,400	lb.	Metal Reinforcements in Box Culverts	0.14	5,516.00
10,100	cu. yds.	3"-0 Rock in Base	3.15	31,815.00
2,200	cu. yds.	3/4"-0 Rock in Base	3.30	7,260.00
730	M-Gal.	Sprinkling	2.50	1,825.00
		Subtotal		$341,051.50
		10% Engr. & Cont.		34,105.15
		Total		$375,156.65

Length of Roadway	4.161 miles
Length of Structures	0.043 mile
Total Length	4.204 miles
Cost Per Mile	$90,134.83

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$422,857.05	$262,417.00	$160,440.05
3-Lane Roadway	242,947.10	150,768.00	92,179.10
2-Lane Roadway	375,156.65	232,815.00	142,341.65
Totals	$1,040,960.80	$646,000.00	$394,960.80

ANLAUF-ELKHEAD ROAD SECTION (STRUCTURES)

PROJECT NO. BFI-189 (12)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

November 7, 1952

RECEIVED
FOR FILING

LT-1271

3772

No. 4019
By [illegible]

ASSIGNMENT

Date: **February 16, 1953**

Description: **Bill from Southern Pacific Company re highway construction between Anlauf and Divide, Oregon. (6 copies)**

Acknowledged by _____ Referred to ___**Mr. C. A. Gardiner** ✓

Investigate and report with recommendation
~~xxxI[illegible]~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _________ Report received _______

Remarks: Bill being processed for payment 2-24

RECEIVED
FOR FILING

[illegible]

September 18, 1952

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3772 which was awarded to you on August 15, 1952 by the State Highway Commission, for grading on the Anlauf-Elkhead Road Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 27 1952
FOR FILING

F.I. 189 (12)

3772

August 26, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 15, 1952 on Contract No. 3772, Anlauf-Elkhead Road Unit, Divide-Rice Hill Section, in connection with Federal Aid Project No. EFI-189 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
AUG 22 1952
FOR FILING

1371-11 [illegible]

3772

August 21, 1952

Contract #3772

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

This is in reply to your two letters of August 7; one concerning the Anlauf-Elkhead Road Unit awarded to Babler Brothers, Inc., and the other concerning the Medford-County Farm Section awarded to T. W. Thomas on July 10 and 11 respectively.

We can now advise that the right of way difficulties have been settled on both projects, and the contract for the Anlauf-Elkhead job was sent to Babler Brothers on August 18. The contract for the Medford-County Farm Section is being sent to T. W. Thomas today.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

August 7, 1952

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Babler Bros. Inc.
Anlauf-Elkhead Road Unit
near Yoncalla, Oregon

Dear Mr. Glaisyer:

We understand from telephone conversation that you have conditionally awarded a contract as above captioned. However, all questions of right-of-way with the Railroad Company have not as yet been settled; therefore, a formal contract and notice to proceed have not been given.

We have contracted to supply reinforcing steel to Babler Brothers, and would appreciate your advising us when the contract has been completed so that we may secure the bonding information, complete our files, and proceed under our Sub-Contract.

done
8-15

Very truly yours,

SOULE' STEEL COMPANY

W.T. Brownridge

WTB:jw

RECEIVED
SALEM
STATE HIGHWAY COMMISSION

BY SECRETARY

notify Brownridge when contract is awarded.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

RECEIVED
FOR FILING

FORM E-30 27,500 4-52 59808

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1952

SUBJECT: Anlauf-Elkhead Road Section

To:

W. C. Williams
Ass't. State Highway Engineer
OFFICE

The right of way for the Anlauf-Elkhead Road project on US 99 in Douglas County has been acquired or placed under condemnation.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:rmw

RECEIVED
[illegible]

RECEIVED
FOR FILING

AGENDA
AUG 18 1952

6-4-C

August 15, 1952

Babler Bros., Inc.
4617 S. E. Milwaukie
Portland, Oregon

Gentlemen:

The State Highway Commission on July 10 accepted your proposal for work on the Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas County, for the sum of $988,629, and on the same day awarded contract No. 3772 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. W. H. Franzwa
Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

S.A.
S+C

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
August 15, 1952
1:30 p.m.

Babler Bros., Inc.
4[illegible]17 S. E. Milwaukie
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of Pacific Highway in Douglas County for which you submitted low bid on July 10. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Accounting (5001-900)
Files

RECEIVED
1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 15, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of this date advising that all rights of entry have been acquired in connection with Oregon Project BFI-189(12), Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway, we hereby concur as of this date in award of contract to Babler Bros., Inc. of Portland, Oregon, low bidder in the amount of $988,629.00 at the July 10, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED

(copy sent to Mr. Williams)

RECEIVED
AUG 1 9 1952
FOR FILING

August 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and surfacing work on the Anlauf-Elkhead Road Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas County, Project FI-189 (12), to Babler Bros. Inc., of Portland, Oregon, on the basis of the bid of $988,629.00 submitted by them on July 10, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:mlr

RECEIVED
JUL 29 1952
FOR FILING

[illegible]

MISC. CONTRACTS and
AGREEMENTS No.

July 29, 1952

County Court of Douglas County
Court House
Roseburg, Oregon

Gentlemen:

We are enclosing herewith for the records and files of the County of Douglas a fully executed copy of an agreement between the State Highway Commission and Douglas County covering the Anlauf-Elkhead Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUL 16 1952
FOR FILING

1541 1-16-31

11-

July 15, 1952

Memorandum to the Commission

Attached for your approval and signature is the original and one carbon copy of an agreement with Douglas County covering the Anlauf-Elkhead Unit of the Divide-Rice Hill Section of the Pacific Highway.

This agreement with the County provides for the construction of grade separation structures at county road intersections, the closure of certain county roads at the highway, and the construction of frontage roads to take care of county road traffic.

Bids were received for construction of the state highway project for this unit on July 10, the low bid being submitted by Babler Brothers.

Secretary

FAQ:md
Attach.

cc - Floyd Query

RECEIVED
JUL 1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI189(12), Anlauf-Elkhead Road Unit, Divide-Rice Hill Section of the Pacific Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Yours very truly,

CGPolk
C. G. Polk
District Engineer

BFI-189(12) Anlauf-Elkhead Rd. Unit 1953
Divide-Rice Hill Sec. of
#3772 Pacific Hwy. Inspection Reports

7-52

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

L-7701

IN REPLY PLEASE REFER TO
File: 911/323

February 27, 1953

EF1-121

9773

NOTED
C. A. GARDNER

SUBJECT: Construction of Highway Between Anlauf and Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 43 to 47 inclusive, one of which is supported by duplicates of daily and weekly reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E E Mayo
per C R Tinkler

* Encls.

RECEIVED

RECEIVED
[illegible] 2 [illegible]
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyd Constr. Location Siskiyou Line M.P. 615± 621± Audit No. 88911

Gang Division Engr's Report No. 50 / 40 Daily ~~Week Ending~~ January 2, 1953

Week Ending January 3, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young			@400^{00}					8	2.381	19.048

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.40							1.40

Total Material 3.30

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of

B

C drainage and slide areas

D

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No, 50 - 1/2/53
Weekly " No 40 - 1/3/53

Correct O.D.Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Alaif Hyd Constr. Location Siskiyou Line M.P. 621½ 615½ Audit ~~Gang~~. No 88911

Gang Division Engr's Report No. 41 ~~Day or~~ Week Ending January 10, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O D Young				@ 400.00				11½	2.381	27.3815

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Hotel	1	2.50							2.50
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.75							1.75

Total Material 6.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to Slide and
B
C Inspection of slide area
D
E and slide removal -
F

* Note: Also report locomotive and automobile miles.

Correct O D Young - Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Weekly Report NO, 41 1/10/53

1-53

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Constr. Location Siskiyou Lin. M.P. 621± 615± No. 88911

Gang Division Engrs Report No. 52 Daily ~~or Week Ending~~ January 9, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O D Young @ 400.00								8	2.381	19.048
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.75							1.75
								Total Material	3.65

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Inspection of slide area
						B at MP 618.25 on Siskiyou Line
						C
						D and Slide Removal -
						E
						F

* Note: Also report locomotive and automobile miles.

Daily Report No, 52 - 1/9/53

Correct O D Young Engr - Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Hwy Constr Location Siskiyou Line MP 621± 615± Audit ~~G.O.~~ No. 88911

Gang Division Engr's Report No. 51 Daily ~~or Weekly ending~~ January 8, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O D Young @ $400⁰⁰								3 1/2	2.381	8.3335

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O D Young 1 Hotel	1	2.50							2.50

Total Material 2.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling on Train No 329
B Portland to Eugene
C to Inspect Slide at M.P.
D 618.28 on Siskiyou Line
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No 51 - 1/8/53

Correct O D Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

152

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Constr. Location Siskiyou Line M.P. 627± 615± Audit ~~Order~~ No. 88911

Gang No21 Cottage Grove Sect. Report No. 1 [✓ Week Ending] January 10 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman	R.T. Tonole @ 303.35 Per Month								8	1.8057	14.4455
		at over time Rate							4½	2.7085	12.1883
5 Sect Laborers		at Reg Time							40	1.489	59.560
" "		at over Time Rate							22½	2.234	50.2650

Total Labor ______

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car S-2 No. 4690	12½ Hrs & 32 Miles								

Total Material ______

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Clearing Hyw Slide from

B Siskiyou Main Line between

C Mile Post 620.27 to 618.30

D

E

F

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr Inspector TCoT

Title-S.P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

Weekly Report No. 1 of 1/14/53

158

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hwy Constr. Location Siskiyou Line MP 615± 621.5 Audit ~~G.M.O.~~ No. 88911

Gang No 21, Cottage Grove Sect Report No. 2 Daily ~~or Week Ending~~ January 9, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		A.T. Tonole @ 303.35							8	1.8057	14.4455
		O.T. " 1½ Rate							1/2	2.7085	1.3543
5 Section Laborers									40	1.489	59.560
" "		O.T @ 1½ Rate							2½	2.234	5.5850

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car - S-2	8½ Hrs								
No. 4690	16 Miles								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Clearing Siskiyou Line of
B Hwy Slide Material -
C M.P. 618.27 to 668.30
D
E
F

* Note: Also report locomotive and automobile miles.

Daily No 2. 1/9/53

Correct O.D. Young Engr Inspector
Title-S.P. Co.

Approved S. S. [illegible]
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hgw Constr. Location Siskiyou Line MP 621± 615± G.M.O. No. Audit 88411

Gang NO 21, Cottage Grove Sect, Report No. 1 Daily or Week Ending January 8, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman	A.T.	Tonole@		303.35							
		Over	Time	Rate					4	2.7085	10.8340
5 Laborers		〃	〃	〃					20	2.234	44.680

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor car S-2 NO. 4690	4 Hrs 16 Miles								

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Removing Hgw Slide from
B Siskiyou Line at Mile Post
C 618.21 to 618.30±
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO 1 - 1/8/53

Correct O.O. Young Engr Inspector
Title-S. P. Co. 1205

Approved G. L.
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Constr. Location Siskiyou Line M.P 621½ 615-½ Audit No. 88911

Gang Divide Section No. 22 Report No. 14 ~~Daily or~~ [✓ Week Ending] January 10, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman	Joe Metcalf @				303 35		Reg time		8	1.8057	14.4455
						At O.T. Rate			8⅔	2.7085	23.4736
3-Section laborer's							Reg Rate		8	1.489	35.736
					At O.T.		Rate		13	2.234	41.2112

Total Labor ______

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car S-2 No. 4721	14 Hrs and 16 Miles								

Total Material ______

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Removing Hyw slide
B
C from Tracks on Siskiyou
D
E Line Between Mile Post 618.21
F and 618.38

* Note: Also report locomotive and automobile miles.

Weekly Report No. 14 - 1/10/53

Correct O. D. Young Engr Inspector
Title S. P. Co.

Approved G. S. Flecker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf-Hwy-Constr. Location Siskiyou Line M.P. 621± 615± ~~Order~~ Audit No. 88911

Gang No 22 Divide Section Report No. 22 [✓ Daily] ~~or Week Ending~~ January 10, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		Joe Metcalf @ 303.35									
		Sat. work at O.T. Rate							2 2/3	2.7085	7.2226

Total Labor ____

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material ____

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Checking Slide and
						B Flags.
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Daily Report No. 22 - 1/10/53

Correct O.D. Young Engr Inspector
Title-S. P. Co. 1205

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-32

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Constr, Location Siskiyou Line MP 621½ 615± Audit ~~G.O.~~ No. 88911

Gang No. 21 Divide Section Report No. 21 [✓ Daily] or ~~Week Ending~~ January 9, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman	Joe		Metcalf	@	303.	35			8	1.8057	14.4455
3-Sect Laborers									24	1.489	35.736

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car S-Two No. 4721	8 Hrs and 8 Miles								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Removing Hyw Slide from
B
C Siskiyou Line Between Mile Post
D
E 618.27 & 618.30
F

* Note: Also report locomotive and automobile miles

Daily Report No 21 - 1/9/53

Correct D.D. Young Engr-Inspector
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyd Constr. Location Siskiyou Line MP 621± 615± Audit ~~G.O.~~ No. 88911

Gang No 22 Divide Sect. Report No. 20 [✓ Daily] ~~or Week Ending~~ January 8, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman		Joe	Metcalf			@ O.T Rate			6	2.7085	16.2510
3 Sect Laborers						@ O.T Rate			18	2.234	41.2112
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car NO 4721 S-Two	6 Hrs & 8 Mile								
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Removing Hyd slide from
B Southern Pacific Co. Track.
C Siskiyou Line between
D Mile Post 618.27 & 618.30
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 20 1/8/53

Correct Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

158

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Cutoff Hyw Constr Location Siskiyou Line R.P. Ltr. 45 Auth ~~G.M.O.~~ No. 88911

Gang Division Engrs Report No. 42 ~~Daily or~~ Week Ending January 17, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O D Young			@	460 00			19½	2.381	46.429

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Breakfast	2	.90							1.80
Lunch	2	1.00							2.00
Dinner	2	1.35							2.70
Hotel	2	2.50							5.00

Total Material 11.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection
B of Hwy Drainage Area
C Dumping water on S.P. Co
D Rightway and Slide Areas
E
F

* Note: Also report locomotive and automobile miles.

Weekly Report No. 42 - 1/17/53

Correct O D Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-38

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Hyw to Ashland Location Siskiyou Line MP 621.5 615 Audit No. 88911

Gang Division Engrs Report No. 55 Daily ~~or Weekly ending~~ January 15, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O.D.Young			@ 400				8	2.381	19.048

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense									
O.D.Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30

Total Material 3.20

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection of Hyw crossings
B area as to Railroad R/W
C and of slide areas.
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 55 - 1/15/53

Correct O.D.Young Engr Inspector
Title—S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Const Location Siskiyou Line M.P. 621± 615± Auth ~~Case~~ No. 88911

Gang Division Engr's Report No. 54 Daily or ~~Week Ending~~ January 14, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.DeYoung @ 400.00								8	2.381	19.048

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
			Quantities						
Personal Expense O.DeYoung									
1 Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.40							1.40
Hotel	1	2.50							2.50

Total Material 5.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of slide areas
B
C and Hyw drainage onto
D
E Railroad R/W
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 54 - 1/14/53

Correct O.DeYoung Engr-Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Hgwy Constr. Location Siskiyou Line ML 621.8 615.8 Audit No 88911

Gang Division Engrs Report No. 53 Daily or ~~Week Ending~~ January 13, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young @ 400 mo								3½	2.381	8.3335
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.D.Young Hotel	1	2.50							2.50
								Total Material	2.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to Slide on
B Train No 329 -
C
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 53 1/13/53

Correct O.D.Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Ankeny Hyd Location Siskyou Line MP 621± 615 ~~[illegible]~~ G.M.O. No. 88911

Gang Division Engrs Report No. 43 ~~Daily or~~ Week Ending January 24 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector											

Total Labor ____

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material ____

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A
B Nothing to Report
C
D
E
F

* Note: Also report locomotive and automobile miles.

Weekly No 43 - 1/24/53

Correct O. D. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Deike
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide To Arlauf Hyw Constr, Location Siskiyou Line M.P 621.3 615.4 Auth G.M.O. No. 88911

Gang Division Engrs Report No. 44 ~~Daily or~~ [✓ Week Ending] & Month January 31, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young @ $400.00								12[illegible]	2.381	[illegible]

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young ✓									
Hotel	1	3.25							3.25
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.75							1.75
Bus	1	.92							.92

Total Material 7.82

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Hyw Drainage and Outside
C Areas Paralleling S.P. Co
D Tracks-
E
F

* Note: Also report locomotive and automobile miles.

Weekly Report No, 44
& Month Ending

Correct O.D. Young Engr-Inspector 120T
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1 52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide to [illegible] Hwy Constr. Location ______ ~~Audit~~ No. 38911

Gang Division Engr's Report No. 57 [✓ Daily] ~~or Week Ending~~ January 28, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young @ $400.00 Straight time								8¾	2,381	20.833

Total Labor ______

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.75							1.75
Bus	1	.92							.92

Total Material 4.57

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Slide area adjacent to R.R.
C and Hwy drainage areas
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO. 57 - 1/28/53

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved G. L. [illegible]
Res. Engr. State Highway Dept.

1 52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide to Anlauf Hyw Constr Location Siskiyou Line MP. 621± 615± ~~G.O.~~ Auth No. 88911

Gang Division Engr's Report No. 56 January 27, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young								3½	2.381	8.3335

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young Hotel	1	3.25							325

Total Material 3.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to project on train
B No 329 To make Inspection
C of Slide areas -
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO, 27 - 1/27/53

Correct O.D.Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

7-52-500

L-7701

RECEIVED

FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
~~VALUATION OFFICER~~
M. R. HAYNES
VALUATION AND TAX ENGINEER

1-F1-184

IN REPLY PLEASE REFER TO

File: 911/323

January 19, 1953

SUBJECT: Construction of Highway Between
Anlauf and Divide, Oregon

NOTED
C. A GARDNER

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 32 to 37 inclusive, one of which is supported by duplicates of daily and weekly reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E E Mayo

* Encls.

RECEIVED
JAN 22 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

1-52

L-770

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Hyw-Constr Location Siskiyou Line M.P. 621.5 C.S. Auth No. 88911

Gang Division Engr Report No. 31 Week Ending November 8, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young @ $400.00								11½	2.6316	30.2620

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expence of O.D. Young Hotel	2	2.50							5.00
BK	1	80							.80
Lunch	1	90							.90
Dinner	1	1.20							1.20

Total Material 7.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A travelling to and Inspecting of
B
C drainage & Cleaning of ditches
D
E
F

* Note: Also report locomotive and automobile miles.

Weekly No. 31 of 11/8/52

Correct O.D. Young Engr Inspector

Title-S.P. No. 1205

Approved G. L. Decker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hwy Constr Location Siskiyou Line MP 615± 621± Aud't ~~Order~~ No. 88911

Gang Division Engr's Report No. 39 Daily ~~or Week Ending~~ November 6, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O.D. Young @				400.00			8	2.63157	21.0525

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense of O.D. Young									
BK	1	80							80
Lunch	1	90							90
Dinner	1	1.20							1.20
Hotel	1	2.50							2.50

Total Material 5.40

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Checking drainage & ditches

B and general cleanup

C

D along Southern Pacific R/W

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No. 39 of 11/6/52

Correct O.D. Young Engr Inspector

Title S. P. Co. 1205

Approved G. L. Becker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hwy Constr. Location Siskiyou Line M.P. 621.2 to 615.5 Audit ~~G.O.~~ No. 88911

Gang Division Engrs Report No. 38 Daily or ~~Week Ending~~ November 5, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O D Young @ 400.00							3½	2.63157	9.2104

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Hotel	1	2.50							2.50

Total Material 2.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Travelling on Train No 329

B

C 8.00 PM to 11.30 PM to Reach Project

D

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No, 38 of 11/5/52

Correct O D Young Engr Inspector

Title S. P. Co. 120 T

Approved S. L. Hecker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Ordinary Hwy Constr. Location Siskiyou Line M.P. 621± 615± ~~G.W.O.~~ Audit No. 88911

Gang Division Engr Report No. 32 ~~Daily or~~ Week Ending November 15, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
		Nothing to Report!									
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work	
	A	B	C	D	E		
						A	Nothing to Report -
						B	
						C	
						D	
						E	
						F	

* Note: Also report locomotive
and automobile miles.

Correct O. G. Young Engr Inspector SOR
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Arlauf Hyw Constr Location Siskiyou Line M.P. 621.2 615.8 Audit No. 88911

Gang Division Engr's Report No. 33 ~~Daily or~~ Week Ending November 22, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector O.D. Young @ $400.00									14	2.63157	36.84198
										Total Labor	

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense of O.D. Young									
BK	[illegible]	80							80
Lunch	1	90							90
Dinner	1	1.20							120
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Field Inspection of drainage
B
C & general cleaning of ditches
D
E and Reports in division
F office

* Note: Also report locomotive and automobile miles.

Weekly Report No 33 @ 11/22/52

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Divide Anlauf Hyw Constr Location Siskiyou Line MP 621F [illegible] 615- ~~G.O.~~ No. 88911

Gang Division Engrs Report No. 40 Daily or ~~Weekly ending~~ November 18, 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young @ $400.00								8	2.63157	21.0525

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense of O.D. Young									
BK	.80								.80
Lunch	.90								.90
Dinner	1.20								1.20

Total Material 2.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of cleanup
B
C along Southern Pacific Co R/W
D
E & ditches & drainage.
F

* Note: Also report locomotive and automobile miles.

Daily Report No 40 of 11/18/52

Correct O.D. Young Engr Inspector
Title—S. P. Co. [illegible]

Approved S. L. Kleiber
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Proj. Divide Ankauf Hyw Constr Location Siskiyou Line M.P. 621 615 E [illegible] G.M.O. No. 88911

Gang Division Engr's Report No. 41 Daily or ~~Week Ending~~ November 21, 1952.

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr - Inspector O.D. Young @ $400.00									6	2.63157	15.7894
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A In Division office

B

C Working on Field Reports

D

E Form L 7702 -

F

* Note: Also report locomotive and automobile miles.

Daily Reports No. 41 of 11/21/52

Correct O.D. Young Engr Inspector

Title S. P. Co.

Approved S.L. Decker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Hyw Constr Location Siskiyou Line M.P. 615± 621± Audit ~~G.O.~~ No. 88911

42 Daily November 26, 1952

Gang Division Engr's Report No. 34 ~~Daily~~ or Week Ending November 29, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.O. Young @ $400 00								8	2.63157	21.05256
	Travelling			√ Train No 20					2	2.63157	5.2631
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense of O.O. Young									
BK	1	90							90
lunch	1	91							90
Dinner	1	120							120
Buss	1	63							63
								Total Material	3.63

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A General Inspection of

B

C drainage, ditches & cleanup on

D and along Southern Pacific Co R/W

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No, 42 of 11/26/52

Weekly Report No, 34 of 11/29/52

Correct O.O. Young Engr Inspector

Title-S.P. Co. 1205

Approved G. L. Decker

Res. Engr. State Highway Dept.

RECEIVED
FEB 17 1953
FOR FILING

L-7701

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

IN REPLY PLEASE REFER TO
File: 911/323

January 14, 1953

OTED
C A GARDNER

SUBJECT: Construction of Highway Between
Anlauf and Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 27 to 31 inclusive, one of which is supported by duplicates of daily and weekly reports on form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E. E. Mayo
per C R Tinkler

* Encls.

RECEIVED
JAN 16 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

u

1-58

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~[illegible]~~

Project Divide-Anlauf-Highway Location Siskiyou Line MP 621± MP 615± ~~G.M.O. No.~~ Audit ~~89,305~~

Gang Division Engr's Report No. 26 ~~Daily or~~ Week Ending October 4th 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									16	2.1739	34.7824
									3/4	2.1739	1.6304

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expenses									
O D Young									
BK	2	80							1.60
Lunch	2	1.00							2.00
Dinner	2	1.65							3.30
Hotel	1	3.25							3.25

Total Material 10.15

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A
B Inspection of drainage
C
D Paralleling Southern Pacific R/W
E
F & Connecting Culverts

* Note: Also report locomotive and automobile miles.

Correct O D Young Engr Inspector

Title S. P. 06/20.T

Approved G. L. Decker

Res. Engr. State Highway Dept.

Weekly Report NO 26 oct, 4/52

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

~~8969±~~

Project Divide-Anlauf-Highway Location Siskiyou Line MP 621± M.P. 615± ~~G.M.O. No.~~ Audit ~~89,305~~

Gang Division Engr's Report No. 29 Daily or ~~Week Ending~~ October 2nd 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912
		Riding Time 8:00 PM to 8:45 PM							3/4	2.1739	1.6304

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
BK	1	.80							.80
Lunch	1	1.00							1.00
Dinner	1	2.00							2.00
~~Hotel~~	*								

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B Inspection of Culverts
						C
						D Connecting to S.P. Co.
						E
						F

* Note: Also report locomotive and automobile miles.

Correct O D Young Engr-Inspector

Title-S. P. Co. 1201

Approved G. L. Decker

Res. Engr. State Highway Dept.

Daily Report 29-Oct 2-1952

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~[illegible]~~

MP 6'5 ± Audit ~~89305~~

Project Divide to AnLauf-Highway Location Siskiyou Line MP 621 ± ~~G.M.O. No.~~

Gang Division Engr's Report No. 28 Daily ~~or Week Ending~~ October 1st 1952

Audit 88911

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
BK	1	.80							.80
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30
Hotel	1	3.25							3.25

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Inspection of Drainage

C

D Hgw Paralleling R.R

E

F

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr-Inspector

Title—S.P. Co. 12a1

Approved S. L. Deiker

Res. Engr. State Highway Dept.

Daily Report 28, Oct 1st 1952

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~[illegible]~~

Project Divide, Ankauf Hyw - Location Siskiyou Line 615± 621± Audit G.M.O. No. ~~[illegible]~~

Gang Division Engr's Report No. 27 ~~Daily or~~ Week Ending October 11th 1952

Audit 88911

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									16	2.1739	34.7824
				Riding time					2½	2.1739	5.4347
									18½		

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
BK	2	85							1.70
Lunch	2	1.00							2.00
Dinners	2	1.25							2.50
Hotel	2	3.25							6.50

Total Material 12.70

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B General Inspection of
						C
						D Drainage & Excavation
						E Near & on R/W
						F

* Note: Also report locomotive and automobile miles.

Weekly Report No 27 Oct 11th/52

Correct O.D. Young Engr Inspector

Title S. P. Co. 1/20 T

Approved G. L. Decker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~8969~~1

Project Divide-Ankauf-Highway Location Siskiyou Line MP 615± MP 621± ~~G.W.O. No.~~ Audit 89365

Gang Division Engr's Report No. 32 Daily ~~or Week Ending~~ October 9th 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		Riding time Train No 20 Eugene to Portland							2½	2.1739	5.4347
										Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Returning to Division Office
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Daily Report No. 32
Oct-9th/52

Correct C. L. Young Engr Inspector
Title-S. P. Co. 1201

Approved W. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~[illegible]~~

CAP 615t Audit 621

Project Divide-Anlauf-Highway Location Siskiyou Line ~~G.M.O. No.~~ 89,305

Gang Division Engrs Report No. 31 Daily or ~~Week Ending~~ October 8th 1952

Audit 88911

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	21739	173912

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense									
O D Young									
BK	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.20							1.20
Hotel	1	3.25							3.25

Total Material 6.35

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection of Drainage
B
C and Excavation Near and
D
E On Southern Pacific Co
F Right of way

* Note: Also report locomotive and automobile miles.

Daily Report No 31
Oct 8th/52

Correct O D Young Engr Inspector
Title S. P. Co. 120.4

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~87691~~

Project Divide-Anlauf-Highway Location Siskiyou Line MP 621 H. 615 ± Audit ~~G.M.O. No.~~ ~~89305~~

Gang Division Engr's Report No. 30 Daily or ~~Week Ending~~ October 7th 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
BK	1	.80							.80
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30
Hotel	1	3.25							3.25

Total Material 6.35

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	
						B	General inspection of
						C	
						D	Culvert's grading &
						E	
						F	Excavation

* Note: Also report locomotive and automobile miles.

Daily Report No 30
oct 7th 1952

Correct O D Young Engr Inspector

Title S. P. Co 12 T

Approved G. L. Parker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~87,244~~

Project Divide Anlauf Highway Location Siskiyou Line MP 621± 6153 G.M.O. No. Audit ~~89,305~~

Gang Division Engr's Report No. 28 ~~Daily or~~ Week Ending October 18th 1952

Audit 88911

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									16	2.1739	34.7824
			Riding time						1	2.1739	2.1739

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
BK	2	85							1.70
Lunch	2	95							1.90
Dinner	2	1.25							2.50
Hotel	1	3.25							3.25

Total Material 9.35

Equipment	A	B	C	D	E	Description of Work
						A
						B General Inspection of
						C
						D Hyw Construction &
						E
						F Drainage Near for S.P. Co. O.W.

Equipment Hours *

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr-Inspector /20T

Title S. P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

Week Ending Oct 18/52
Weekly Report 28

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Highway Location Siskiyou Line MP 621± 615± Audit G.M.O. No. 89,305

Gang Division Engr's Report No. 28 ~~Daily or~~ Week Ending October 18th 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									16	2.1739	34.7824
			Riding time						1	2.1739	2.1739

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense									
O.L. Young									
BK	2	85							1.70
Lunch	2	95							1.90
Dinner	2	1.25							2.50
Hotel	1	3.25							3.25

Total Material 9.35

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A

B General Inspection of

C

D Hyw Construction &

E

F Drainage Near & on S.P. Co. R/W

* Note: Also report locomotive and automobile miles.

Correct O.L. Young Engr-Inspector

Title S. P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

Week Ending Oct 18/52

Weekly Report 28

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~88711~~

Project Divide, Ankauf Highway Location Siskiyou Line MP 621± MP 615± Audit G.M.O. No. ~~89,385~~

Gang Division Engr's Report No. 34 Daily ~~or Week Ending~~ October 16th 1952

Audit 88711

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912
		Riding Train No 20							1	2.1739	2.1739
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Bk	1	80							80
Lunch	1	1.00							1.00
Dinner	1	1.20							1.20
Hotel	—	—							
								Total Material	3.00

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	General inspection
						B	
						C	of Concrete & Reinf steel
						D	
						E	in Catch Basins –
						F	

* Note: Also report locomotive and automobile miles.

Daily Report No 34
Oct-16/52

Correct O D Young Engr Inspector
Title S. P. Co. 420T

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED 89691

Project Divide Anlauf Highway Location Siskiyou Line MP 621.62± Audit ~~G.M.O.~~ No. ~~89305~~

Gang Division Engrs Report No. 33 Daily or ~~Week Ending~~ October 15, 1952

Audit 88[illegible]

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
BK	1	90							.90
Lunch	1	90							.90
Dinner	1	1.30							1.30
Hotel	1	3.25							3.25
								Total Material	6.35

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection
B
C of Excavation Near to
D a R.R for Culverts -
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO 33
Oct 15/52

Correct O D Young Engr Inspector
Title-S. P. Co. 1/20

Approved G. L. Deiker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Highway Location Siskiyou Line MP 615± 621± Audit ~~G.M.O. No.~~ 89305

Gang Division Engr's Report No. 29 ~~Daily or~~ Week Ending October 25, 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912
		Traveling to & from Project.							4½	2.1739	9.7825

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal expense									
O.D. Young									
BK	1	90							.90
Lunch	1	90							.90
Dinner	1	120							1.20
Hotel	1	3.00							3.00

Total Material 6.00

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General inspection
B
C of Culverts & Cleanup
D of
E of Workarea & Ditches
F of

* Note: Also report locomotive and automobile miles.

Weekly Report No. 29 oct 25/52

Correct O.D. Young Engr Inspector Title S. P. Co 1207

Approved G. L. Weiker Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

~~[illegible]~~

Project Divide Anlauf Highway Location Siskiyou Line MP 615 ± 621 ± Audit ~~G.A.O.~~ No. 84305

Gang Division Engrs Report No. 36 Daily or ~~Week Ending~~ October 21 1952

~~Audit~~ 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.1739	17.3912
			Riding Train No 20						3/4	2.1739	1.6304
									8 3/4		

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
BF	1	90							90
Lunch	1	90							90
Dinner	1	1.20							1.20

Total Material 3.00

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Culverts & Cleanup
D of R.R. R/W & Ditches
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No 36
Oct 21/52

Correct O D Young Engr Inspector
Title S. P. Co. 1207

Approved G. L. Decker
Res. Engr. State Highway Dept.

152

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED ~~89694~~

Project Divide Anlauf Highway Location Siskiyou Line MP 621± Mt 615 ± Audit ~~G.M.O. No.~~ 89,305

Gang Division Engr's Report No. 35 Daily or ~~Week Ending~~ October 20th 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		Traveling to Job							3 1/2	2.1739	7.6076

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Hotel	1	3.00							3.00

Total Material 3.00

Equipment	A	B	C	D	E

Description of Work

A No. 329 to Eugene to Cutels

B Ride to Project arr'g 10/21/52

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr-Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Daily Report No 35
Oct 20/52

1-58

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED MP 615 Audit

Project Divide Anhauf High Way Location Siskiyou Line 621 ~~G.M.O.~~ No.

Gang Division Engr's Report No. 30 ~~Daily~~ (Month &) or Week Ending October 30th 1952

Audit 38911

Sub-Division of Work / Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspecter											

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Nothing to Report this Week
B
C
D
E
F

Correct O. Young Engr Inspec

Title S. P. Co.

Approved

Res. Engr. State Highway Dept.

* Note: Also report locomotive and automobile miles.

Weekly & Month Ending Oct 31/52
30 & "

7-52-500

L-7701

RECEIVED

FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

IN REPLY PLEASE REFER TO
File: 911/323

January 8, 1953

NOTED
C. A. GARDNER

SUBJECT: Construction of Highway Between Anlauf and Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 22 to 26 inclusive and Supplementals No. 1 to Weekly Reports Nos. 1 and 2, one of which is supported by duplicates of daily and weekly reports on form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,
E E Mayo
per C R Tinkler

* Encls.

RECEIVED
JAN 12 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

1-50 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide Airpt-Section Location Siskiyou Line M.P. 615± 621± Doc Audit ~~G.M.O. No.~~

Gang Division Engrs Report No. 21 ~~Day~~ Week Ending Sept 6 1952

Audit 88911

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr-Inspector								15½	2.381	36.9055

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
OD Young									
BK	2	.80							1.60
Lunch	2	.875							1.75
Dinner	2	1.30							2.60
Hotel	2	3.25							6.50
Buss Fare	1	.86							.86

Total Material 13.31

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Culverts, drainage & Grading
D
E On & Near SP Right of way
F

* Note: Also report locomotive and automobile miles.

Weekly Report #21
9/6/52

Correct OD Young Engr-Inspector
Title S. P. Co. 1201

Approved D. L. [illegible]
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide Anlauf-Section Location Siskiyou Line MP 615± 621± G.M.O. No. ~~89305~~ Doc Audit

Gang Division Engrs Report No. 21 Daily o~~r Weekly endi~~ng Sept, 4 1952

Audit 88911 ~~[illegible]~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr -Inspector									4	2.381	9.534
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
BK	1	.80							.80
Lunch	1	.90							.90
Dinner	1	1.25							1.25
Buss Fare	1	.86							.86
								Total Material	3.81

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Hyw Grading on or Near
D
E S.P. Co. Right of Way-
F

* Note: Also report locomotive and automobile miles.

Daily Report NO 21
9/4/52

Correct O D Young Engr Inspector

Title S.P. Co. 120T

Approved S. T. Decker

Res. Engr. State Highway Dept.

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hgw Divide Airport Section Location Siskiyou Line MP 621 6155 G.M.O. No. ~~[illegible]~~ Doc Audit

Gang Division Engr's Report No. 20 Daily or Week Ending September 3 1952

Audit 88911

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.381	19.048

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Bk	1	80							80
Lunch	1	85							85
Dinner	1	135							1.35
Hotel	1	325							3.25

Total Material 6.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A
B General Inspection of
C
D Drainage & Hgw work
E
F Near S.P. Tracks

* Note: Also report locomotive and automobile miles.

Daily Report No 20
9/3/52

Correct O D Young Engr Inspector 1201

Approved s/ Res. Engr State Highway Dept.

SOUTHERN PACIFIC COMPANY

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR ~~WEEKLY~~ REPORT OF LABOR AND MATERIAL USED

Proj. Hyw-Divide Anauf Section Location Siskiyou Line MP 621± MP 615± ~~G.M.O. No.~~ Voc Audit ~~89205~~

Gang Division Engr's Report No. 19 Daily ~~Week ending~~ September 2 1952

Audit 88911

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									3½	2.381	8.134

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young Hotel	1	3.25							3.25

Total Material 3.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General inspection of
B
C Hyw Grading Near S.P
D
E Track & on Right of Way -
F

* Note: Also report locomotive and automobile miles.

Correct O D Young Engr Inspector
Title-S. P. No 1201

Approved G. L. Decker
Res. Engr. State Highway Dept.

Daily No 19
9/2/52

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hywy Divide Anlauf Section Location Siskiyou Line MP 615± 621± ~~Dx Audit~~

Gang______ Report No. 22 [redacted] Week Ending Sept 13, 1952

Audit 88911 ~~8[illegible]~~

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr Inspector								14	2.381	32.234

Total Labor______

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.E. Young									
BK	2	.825							1.65
Lunch	2	.925							1.85
Dinner	1	1.25							1.25
Hotel	1	3.25							3.25

Total Material 7.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Grading & drainage
D
E along and on S.P. R/W
F

* Note: Also report locomotive and automobile miles.

Weekly Report No 22
9/13/52

Correct O.E. Young Engr Inspector
Title-S.P. 06.1205

Approved S. L. Hecker
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide-Anlauf-Section Location Siskiyou Line MP 615± 621± Doc Audit ~~G.M.O. No. [illegible]~~

Gang Division Engr's Report No. 22 Daily or ~~Week ending~~ Sept 10 1952

Audit 88911. ~~[illegible]~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									8	2.381	19.048

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
OD Young									
BK	1	.80							.80
Lunch	1	.90							.90
Dinner	1	1.25							1.25
Hotel	1	3.25							3.25

Total Material 6.20

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Grading & Drainage
D
E On and Near S.P. Co
F Right of Way

* Note: Also report locomotive and automobile miles.

Daily Report No. 22
9/10/52

Correct OD Young Engr-Inspector
Title-S.P. Co.

Approved G. L. Deiser
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide-Anlauf Section Location Siskiyou Line MP 615± 621± ~~G.M.O. No.~~ ~~[illegible]~~ Doc Audit

Gang Division Engr's Report No 23 Daily ~~or Weekly~~ Sept 11, 1952

Audit 8891? ~~8969~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									6	2.381	14.286

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Bk	1	85							.85
Lunch	1	95							.95
Dinner	0								

Total Material 1.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Grading & drainage along
D
E or on S.P. Right of way
F

* Note: Also report locomotive and automobile miles.

Daily Report #23
9/11/52

Correct O D Young Engr-Inspector

Title S. P. Co. 1205

Approved S. L. Decker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

Doe Audit

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide, Anlauf Highway M.P. 615 to 621± Location Siskiyou Line Audit G.M.O. No. ~~89,385~~

Gang Division #22 Report No. 13 {No. 19 Daily of Sept 11} ~~Daily or~~ Week Ending September 13th 1952

Audit 88,711 ~~[illegible]~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf	1								1	1.7985	1.7985
and											
4 Laborers	*	1							1	1.467	1.467
			1						1	1.467	1.467
				1					1	1.467	1.467
					1				1	1.467	1.467
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive and work equipment hours.

{Daily Report No 19 of Sept 11/52
{Weekly Report No 13 of Sept 13/52

Correct O.D. Young Engr-Inspector
Title-S. P. Co.

Approved S. L. Keller
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide-Anlauf Section Location Siskiyou Mine MP 615± 621± G.M.O. No. Doc Audit ~~[illegible]~~

Gang Division Engr's Report No. 23 ~~Daily~~ or Week Ending Sept, 20, 1952

Audit 88911 ~~[illegible]~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									11½	2.381	27.3815

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Bk	1	.90							.90
Lunch	1	.90							.90
Dinner	1	1.25							1.25
Hotel	2	3.25							6.50

Total Material 9.55

Equipment	Equipment Hours * A	B	C	D	E		Description of Work
						A	General inspection of
						B	Drainage Structures
						C	& Hyw Grading Near or On
						D	SP Co Right of way-
						E	
						F	

* Note: Also report locomotive and automobile miles.

Correct O D Young Engr Inspector

Title S. P. Co 1201

Approved S. L. Decker

Res. Engr. State Highway Dept.

Weekly No 23
Sept 20/1952

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide Ardaif Section Location Siskiyou Line MP 621± 615± G. ~~O. No.~~ Doc Audit ~~[illegible]~~

Gangs Division Engr's Report No. 24 Daily ~~or Week Ending~~ Sept 15, 1952

Audit 88911 ~~[illegible]~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									3½	2.331	8.133

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young Hotel	1	3.25							3.25

Total Material 3.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Riding train No 20 Portland
B to Eugene - 8:00 PM to 11 30 PM
C
D to get on Project -
E
F

* Note: Also report locomotive and automobile miles.

Daily No 24
Sept 15, 1952

Correct O.D. Young Engr Inspector

Title S. P. Co. Insp

Approved G. F. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide-Ashland Section Location Siskiyou Line M.P. 621± 615± G~~[illegible]~~ Dock Audit

Gang Division Engr's Report No. 25 Daily ~~or Week Ending~~ Sept 16, 1952

Audit 88911 ~~[illegible]~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.381	19.048

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
ODYoung									
BK	1	90							.90
Lunch	1	90							.90
Dinner	1	125							1.25
Hotel	1	3.25							3.25

Total Material 6.30

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	General Inspection of
B	
C	Drainage Structures &
D	
E	Grading Near OT on S.P.Co
F	Right of Way -

* Note: Also report locomotive and automobile miles.

Correct OD Young Engr Inspector
Title-S.P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Daily Report NO 25
9/16/52

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide Anlauf Section Location Siskyouline HP 615.3 621.6 ~~G.M.O. No.~~ Doc Audit ~~[illegible]~~

Gang Division Engrs Report No. 24 ~~Daily or~~ Week Ending Sept 26 1952 ~~[illegible]~~

Audit 88911

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									16	2381	38.0952

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
OD Young									
BK	2	90							1.80
Lunch	2	95							1.90
Dinner	2	135							2.70
Hotel	2	325							6.50

Total Material 12.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Drainage & Hyw
C
D Grading Next to & on
E S.P. Co. Right of way
F

* Note: Also report locomotive and automobile miles.

Weekly NO 24
Sept 26/52

Correct OD Young Engr Inspector
Title S. P. Co

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Hyw Divide Anlauf Section Location Siskiyou Line M.P. 615± M.P. 621± Doc Audit

Gang Division Engr's Report No. 26 ~~Gang No.~~ [illegible]

Daily ~~or Week ending~~ Sept 23, 1952 Audit 88411

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
									8	2.381	19.048
										Total Labor	

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
OD Young									
BK	1	90							
Lunch	1	1.00							
Dinner	1	1.40							90
Hotel	1	3.25							1.00
									1.40
									3.25

Equipment	Equipment Hours * A	B	C	D	E

Total Material 6.55

Description of Work

A General Inspection of
B Hyw-Grading & drainage
C along & on S.P. Rightofway
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO 26
9/23/52

Correct OD Young Engr Inspector

Title S. P. Co. 1208

Approved S. L. Decker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw. Divide Anlauf Section Location Siskiyou Line M.P. 615± 621± Doc Audit ~~G.O. No.~~ ~~[illegible]~~

Gang Division Engrs Report No. 27 Daily ~~or Week Ending~~ Sept 24, 1952

Audit 88711 ~~[illegible]~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									8	2.381	19.048

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
ODYoung									
BK	1	90							90
Lunch	1	90							90
Dinner	1	130							130
Hotel	1	325							325

Total Material 6.35

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Hyw Relocation along and
D on S.P. Right of way.
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO 27
9/24/52

Correct ODYoung Engr Inspector
Title S. P. Co. 120T

Approved S. V. Decker
Res. Engr. State Highway Dept.

1-52
SOUTHERN PACIFIC COMPANY

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

RECEIVED
FOR FILING

IN REPLY PLEASE REFER TO

File: 911/323

January 5, 1953

SUBJECT: Construction of Highway Between Anlauf and Divide, Oregon

NOTED
G. A. GARDNER

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 16 to 21 inclusive and Supplementals No.1 to Weekly Reports Nos. 3, 4, 7 and 14, one of which is supported by duplicates of daily and weekly reports on form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,
E E Mayo
per CR Tinkler

* Encls.

RECEIVED
JAN 7 1953
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide Anlauf Section Location Siskiyouline 621- to 615- ~~G.M.O. No.~~ Day Audit ~~[illegible]~~

Gang Division Engr's Report No. 16 ~~Daily~~ or Week Ending August 2nd 1952

Audit 88911 ~~8[illegible]~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr- Inspector		Nothing to Report -									
J.E. Thomas											

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Correct O. Young Engr-Inspector
Title-S. P. Co.

Approved G. L. Weiler
Res. Engr. State Highway Dept.

Weekly No 16
9/2/52

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY ~~OR~~ WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide Arlouf Section Location Siskiyou Line M.P. 621± 615± ~~G.M.O. No.~~ Doc Audit ~~[illegible]~~

Gang Division Engr's Report No. 17 ~~Daily or~~ Week Ending August 9 1952

Audit 88911 ~~89691~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
J.E. Thomas											
9/4/52									4	2.2917	9.1668
9/8/52									8	2.2917	18.3336

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
J.E. Thomas									
9/4 Hotel	1	3.25							3.25
9/8 Breakfast	1	85							85
9/8 Lunch	1	90							90

Total Material 5.00

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Hyw Line
B Drainage Next to SP line
C
D
E
F

* Note: Also report locomotive and automobile miles.

Weekly No 17
9/9/52

Correct O.O. Young Engr Inspector
Title-S.P. Co. 1201

Approved S. S. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide-Anlauf Section   Location Siskiyou Line M.P. 621   G.M.O. No. Doc Audit ~~[illegible]~~

Gang Division-Engrs   Report No. 13   Daily or Week ending ~~—~~ August 8 52   Audit 88911 ~~[illegible]~~

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector									8	2.2917	18.3336

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
J E Thomas									
Breakfast	1	85							85
Lunch	1	90							90

Total Material 1,75

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

Inspection of Hyw Line

A Change along S.P. Tracks

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No 13
9/8/52

Correct O.D. Young Engr-Inspector 120T
C. L. Decker
Clerk

Approved

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide-Anlauf Section Location Siskiyou Line MP 621± MP 615± ~~G.W.O.~~ No. ~~[illegible]~~ Doc-Audit

Gang Division Engr Report No. 12 Daily ~~or Week Ending~~ August 4th 1952

Audit 38911 ~~[illegible]~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector J E Thomas									4	2.2917	9.167

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expence J E Thomas Hotel	1	325							3.25

Total Material 325

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Hyw Relocation's
B along S.P. tracks
C
D
E
F

* Note: Also report locomotive and automobile miles.

Daily NO 12
9/4/52

Correct C. J. Young Engr-Inspector
Title S. P. Co. 1201

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf-Highway Location Siskiyou Line 621 K. 615. Audit No. 88911

Gang NO,22 Divide Section Report No. 13 Daily ~~or Week Ending~~ August 6, 1952

NO 9 Week Ending August 9, 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman Joe Metcalf	1								1	1.7983	1.7983
and 4 Labors	1								1	1.467	1.467
	1								1	1.467	1.467
	1								1	1.467	1.467
	1								1	1.467	1.467

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for State Highways
B
C Contractor Blasting Rock
D
E Cut Next to S.P. Rail Road.
F

* Note: Also report locomotive and automobile miles.

Daily NO.13. 8/6/52
Weekly NO. 9. 8/9/52

Correct O.H. Young Engr Inspector
Title-S. P. Co. 120 T

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide to Anlauf Section Location Siskiyou Line MP 621± MP 615± ~~G.W.O. No.~~ ~~[illegible]~~ Dock Audit

Gang Division Engr's Report No. 18 ~~Daily~~ Week Ending August 16 1952

Audit 88911 ~~[illegible]~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
J E Thomas									4	2.2917	9.169

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspection of drainage
B structures
C
D
E
F

* Note: Also report locomotive and automobile miles.

Weekly NO 18
9/16/52

Correct O D Young Engr Inspector
Title-S. P. Co. 1205

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw-Divide-Anlauf Section Location Siskiyou Line MP ~~621±~~ 615± G.M.O. No. ~~89305~~ Doc. Audit

Gang Division Engr. Report No. 14 Daily or ~~Week Ending~~ August 11 1952

Audit 88911 ~~88601~~

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector											
J E Thomas									4	22917	9.167
Total Labor											

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Total Material									

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Inspecting of Drainage Structure
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Daily No 14
9/11/52

Correct G. Young Engr-Inspector
Title-S. P. Co.

Approved S. L. Decker
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Highway Location Siskiyou Line Mr {615 {621 Audit No. 88911

Gang No 22, Divide Section Report No. 10 ~~Day or~~ Week Ending August 16, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf									2	1.7983	3.5966
and Labor	1								2	1.467	2.934
	1								2	1.467	2.934
	1								2	1.467	2.934
	1								1	1.467	1.467

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging For State High
B way Contractor Blasting Rock
C
D Cut Next to
E S.P. RailRoad track
F

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr.-Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Weekly Report No. 10. 8/16/52

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Ardauf Highways Location Siskiyou Line M.P. {-15 / 621} ~~G.M.O.~~ Audit No. 88911

Gang No22, Divido Section Report No. 15 Daily or ~~Week Ending~~ August 15, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf	1								1	1.7983	1.7983
and											
4 Labors	1								1	1.467	1.467
	1								1	1.467	1.467
	1								1	1.467	1.967
	1								1	1.467	1.467

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for State Highways

B

C While Contractor Blast Rock

D

E Point Next to S.P. Rail Road

F

* Note: Also report locomotive and automobile miles.

Daily Report No 15 8/15/52

Correct O. D. Young Engr Escorts

Title-S. P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Highway Location Siskiyou Line {615 621 Audit ~~S.W.O.~~ No. 88911

Gang No22, Divide Section Report No. 14 Daily or ~~Week Ending~~ August 11, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foremen											
Joe Metcalf	1								1	1.7983	1.7983
and [illegible] labors											
	1								1	1.467	1,467
	1								1	1.467	1,467
	1								1	1.467	1,467

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for State Highway's
B
C while contractors Blasts Rock
D
E Cut Next to S.P. R.R.
F

* Note: Also report locomotive and automobile miles.

Correct O.L. Young Engr Inspector
Title-S.P. Co.

Approved G. L. Dake
Res. Engr. State Highway Dept.

Daily Report No 14
8/11/52

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hgwy Divide Antelope Section Location Siskiyou Line MP 615+ MP 621- G.M.O. No. ~~[illegible]~~ Doc Audit

Gang Division Engr's Report No. 19 Daily or Week Ending August 23 1952

Audit 88911 ~~[illegible]~~

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
9/18									3½	2.2917	8.0209
9/19									8	2.2917	18.3336

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
J E Thomas									
Hotels	2	3.37½							6.75
BK	1	80							.80
Lunch	1	100							1.00
Dinner	1	150							1.50

Total Material 10.05

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Hgwy Relocation

B

C Near S. P. Track

D

E

F

* Note: Also report locomotive and automobile miles.

Correct C D Young Engr Inspector

Approved Res. Eng. 120T.

Weekly 1019
9/23/52

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED MP 615 ~~Dir~~ Audit

Project Hy-Divide-Anlauf Section Location Siskiyou Line MP 621± G.M.O. No. ~~88245~~

Gang Division Engr Report No. 16 Daily ~~or Week Ending~~ August 19 19 52

Audit 88911 ~~88245~~

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
J.E. Thomas									8	2.2917	18.3336

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
J.E. Thomas									
BK	1	80							80
Lunch	1	100							1.00
Dinner	1	150							1.50
Hotel	1	350							3.50

Total Material 6.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Hwy Relocation

B Near S.P. Tracks

C

D

E

F

*Note: Also report locomotive and automobile miles.

Daily No 16
9/19/52

Correct O.R. Young Engr-Inspector
Title-S. P. Co.

Approved

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL ~~USED~~

Hyw-Anluuf-Vidl- Siskiyou Co. 1621- 419.15± Audit 89605

Project Division Engrs 15 Location G.M.O. 18

Gang Report No. Date ~~Audit~~ 88911 August 18 ~~89691~~

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Sub-Division of Work											
Engr-Inspector J.E. Thomas									3½	2.2917	8.0209
Total Labor											

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense J.E. Thomas Hotel	1	3.25							3.25
									3.25
Total Material									

Equipment	Equipment Hours * A	B	C	D	E

Description of Work Inspection of Hyw R. location

A

B along S.P. Tracks.

C

D

E

F

* Note: Also report locomotive and automobile miles.

Daily No 15
9/18/52

A. D. Young Engr-Inspector

Correct S. L. Decker Co.

Approved

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Ankeny Highway Location Siskiyou Line MP 615 {621 Audit ~~G.M.O.~~ No. 88911

Gang No 22 Divide Section Report No. 16 Daily or ~~Week Ending~~ August 21, 1952

No. 11 Weekly Report August 23, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf and	1								1	1.7983	1.7983
3 Labors	1								1	1.7983	1.7983
	1								1	1.7983	1.7983
	1								1	1.7983	1.7983
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A Flagging for State Highway
B
C Contractors Blasting Rock Cut
D
E Next to S.P. Co Rail Road tracks
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 16, 8/21/52
Weekly " No, 11, 8/23/52

Correct Engr-Inspector
Title S. P. Co.

Approved G. L. Walker
Res. Engr. State Highway Dept.

1-52 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

M.P. 615± Doc Audit

Project Hyw Divide-Anlauf Section Location Siskiyou Line MP 621½ ~~Order No.~~

Gang Division Engr Report No. 20 ~~Day or Week~~ Weekly Ending August 30 1952

Audit 88911

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr-Inspector								8	2.2917	18.3336

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
JE Thomas									
Hotel	1	3.25							3.25

Total Material 325

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Hyw Relocation
B of Near S.P. Track &
C
D Drainage
E
F

* Note: Also report locomotive and automobile miles.

Weekly #20
9/30/52

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Weiber
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hyw Divide Anlauf Section Location Siskiyou Line MP 621 .8615± ~~G.M.O. No.~~ Doc Audit

Gang Division Engrs Report No. 18 Daily ~~or Week Ending~~ August 29 1952

Audit 88911

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr Inspector								4	2.2917	9.167

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	General Inspection
B	of Drainage -
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Daily No 18
9/29/52

Correct C D Young Engr-Inspector
Title-S.P. Co 1205

Approved G. H. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hwy-Divide Anlauf Section Location Siskiyou Line MP 621± 18615 G.M.O. No. [illegible] Ack Audit 4

Gang Division Engrs Report No. 17 Daily August 25 1952

Audit 88911 [illegible]

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
J E Thomas									3½	2.2917	8.0209

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense									
J E Thomas									
Hotel	1	3.25							3.25

Total Material 3.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Hwy Relocation's

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Daily NO 17
9/25/52

Correct O. A. Young Engr Inspector
Title-S.P. Co 1208

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Divide-Anlauf Highway Location Siskiyou Line MP 615. & 621. Audit ~~G.O.~~ No. 88911

Gang No 22, Divide Section Report No. 12 [illegible] Week Ending August 30, 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman Joe Metkalf and 4 Labor	1								2	1.7983	3.5967
	1								2	1.467	2.934
	1								2	1.467	2.934
	1								2	1.467	2.934
	1								1	1.467	1.467

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging to Protect S.P

B Trains, while Contractor

C Blasts Rock Cut, Next to

D S.P Tracks

E

F

* Note: Also report locomotive and automobile miles.

Weekly Report NO, 12 of 8/30/52

Correct [illegible] Engr-Inspector
Title S. P. Co.

Approved G. L. Deike
Res. Engr. State Highway Dept.

1-50

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Highway Location Siskiyou line MP 615: 621 Audit ~~[illegible]~~ No. 88911

Gang No, 22 Divide Section Report No. 18 Daily or ~~Week Ending~~ August 27, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf	1								1	1.7985	1.7985
and											
3 Labor	1								1	1.467	1.467
	1								1	1.467	1.467
	1								1	1.467	1.467

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Flagging For State Highway
B
C Contractor Blasting Rock Cut
D
E Next to S.P.Co R.R. Tracks
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 18 8/27/52

Correct Engr-Inspector
Title-S. P. Co.

Approved D. L. Weeks
Res. Engr. State Highway Dept.

6

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Divide Anlauf Highway Location Siskiyou Line 621 [illegible] Audit ~~G.M.O.~~ No. 88911

Gang 1022, Divide Section Report No. 17 Daily ~~or Week Ending~~ August 25, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf	1										
and									1	1.7983	1.7983
4 Labor	1										
	1								1	1.467	1.467
	1								1	1.467	1.467
	1								1	1.467	1.467
									1	1.467	1.467
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for State Highways

B

C Contractor Blasting Rock Cut

D

E Next to S. P. Co. Rail Road track

F

* Note: Also report locomotive and automobile miles.

Daily Report No. 17. 8/25/52

Correct O. Young Engr-Inspector
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

L-7702

Project Divide-Anlauf Hyw-Construction Location Siskiyou line M.P. 621.1-661.5

Gang Divide Section No. 22 Report No. {2 / 2 Daily May 20, 1952 ~~Contr.~~ Audit No 88911

~~Day~~ or Week Ending May 24. 1952

Supplemental Report

Sub-Division of Work / Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Section Foreman											
Joe Metcalf	Deduct 2 Hrs from Original Report										
and									2	1.73	3.43
4 Labor	Please add time for Labor								2	1.495	2.99
									2	1.495	2.99
									2	1.495	2.99
									2	1.495	2.99

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor car	~~Mls~~ 10								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging For Contractor
B
C
D
E
F

Supplemental Report.
Daily No 2. May 20/52
Weekly No 2 May 24/52

Note: Also report locomotive and automobile miles.

Correct O. Young Engr-Inspector
Title-S.P. Co 120T

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-3408 Baker Maintenance Building 1952

#3773

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 11, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3773	4-final	Lorea Building Service

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15363	R-73287	$ 1,872.38	Aug. 11, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1952

Time Extensions: To June 30, 1953 without penalty

Completion Date: June 30, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-12-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: A A Wicklander

NOTED ON CARD

RECEIVED
JUL 30 1953
FOR FILING

1-3405
3773

July 29, 1953

Lorse Building Service
Box 310
La Grande, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 22, 1953, had under discussion your request for an extension of time of 30 days, from May 31 to and including June 30, 1953, within which to complete your contract No. 3773 for construction of Baker Maintenance Building in Baker County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

G. B. Kennen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
7-29-53 gl

RECEIVED
JUL [illegible] 1953
FOR FILING
1-9[illegible]
3773

R

July 27, 1953

National Surety Corp.
4 Albany Street
New York 6, N.Y.

Gentlemen:

State Highway contract No. 3773 covering the Maintenance Building Project in Baker was completed by the contractor Loree Building Service on June 30, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $1,872.38 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $11,153.80, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FH
cc - National Surety Corp.
Pownall, Taylor & Hays
330 American Bank Bldg.
Portland, Oregon

NOTED ON CARD
7-27-53

RECEIVED
FOR FILING

1-24-59

3012

July 13, 1953

Request for extension of time
No. 1
August 6 and 7 Meeting

Oregon State Highway Commission

Gentlemen:

Re: Baker Maintenance Building
Contract 3773
Lorwe Building Service,
Contractor

The Lorwe Building Service, contractor for the construction of the maintenance building at Baker, requests an extension of time to and including June 30, 1953 for the completion of the work on this project. At the January 6 meeting of the Highway Commission this contract was extended to May 31, 1953.

The building was completed within the contract completion date except for painting of the steel sash and doors. The weather has been such that it was not advisable to do this painting until in June. We have had full use of the structure during the period. It is recommended that the second extension to and including June 30 be granted without penalty to the contractor. This is a State project and does not require concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. G. S. Paxson

GSP:gm fp

RECEIVED
1953
FOR FILING

1-[illegible]

3773

January 13, 1953

Loree Building Service
Box 310
La Grande, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 182 days, from November 30, 1952 to May 31, 1953, within which to complete your contract No. 3773 for constructing maintenance building at Baker.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

A. F. Parsons
cc: ~~R. F. Chidsey~~,
Division Engineer

O. R. Kennon,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
DEC 2[illegible] 1952
FOR FILING

1-24-[illegible]

December 1[illegible], 1952

State Highway Commission

Request for extension of time
No. 7
January 6, 1953 meeting.

Gentlemen:

Re: Baker Maintenance Building
Contract 3773
Loree Building Service, Contractor

We are in receipt of a request for an extension of time, from the contract completion date of November 30, 1952 to May 31, 1953, for the completion of the work on this building.

The structure is complete with the exception of the painting of the steel sashes and the doors. The steel sashes were delayed in delivery so that it was impractical to complete the painting during good weather this fall. We have directed the contractor to delay this painting until suitable weather next spring. The building is being occupied and used by our forces.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the approval of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
GSP:gm

RECEIVED
FOR FILING

1-34

[illegible]

September 19, 1952

Loree Building Service
Box 310
La Grande, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission on August 18, 1952, as follows:

Contract No. 3773, for construction of Baker Maintenance Building in Baker County.

Contract No. 3780, for construction of maintenance shed at Pendleton in Umatilla County.

An executed copy of each of these contracts is also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
AUG 21 1952
FOR FILING

3773

August 20, 1952

Loree Building Service
Box 310
La Grande, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3773 for construction of the Baker Maintenance Building in the City of Baker. This award was based on your bid of $10,817.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

ECEIVED
AUG 1 1952
FOR FILING

July 29, 1952

Oregon State Highway Commission

Gentlemen:

The Baker maintenance headquarters building was constructed some twenty years ago. It was designed as a headquarters office for the maintenance superintendent and for the storage of equipment, materials and supplies for two section foremen. Over a period of years there has been some expansion in the department, which now overtaxes this building for space. The building is headquarters for a resident construction engineer, a bridge maintenance crew and two section foremen. The building and grounds are inadequate for the storage of materials, supplies and equipment.

We have an item in the approved budget for the construction of an auxiliary storage building which will be advertised for bids at the next meeting. However, we have an opportunity to purchase an additional 1.3 acres of land lying adjacent to and immediately south of our present holdings which would provide the necessary space for the storage of construction and maintenance materials. The value of this tract is roughly estimated at $700.

I hereby recommend that authority be granted to enter into negotiations for the acquisition of the property.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. C. H. Maison

WWS:er

RECEIVED
FOR FILING
[illegible]
[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1952

C
O
P
Y

SUBJECT: Proposed buildings at Pendleton and Baker 30-3409 – 3780

[illegible]

To:

Mr. G. S. Paxson
Bridge Engineer
Office

Dear Sir;

After some further study of the maintenance building needs at Pendleton and Baker, we find that the situation involves two problems: firts, the need of additional storage and second, the need of storage bays sufficiently deep to accommodate our large snow plow trucks with trucks mounted for winter use. The 28' bays available at these two stations have not been deep enough to permit these trucks to be stored inside and as a result they have been left out in the cold and when the time came to start the motors considerable difficulty has been experienced with resulting loss of time.

It is proposed therefore, that we build at both of these stations a building 36' deep and approximately 76' long made up of 5 bays (without a shop Bay) similiar to the 36' building bays constructed at Timberline Junction and Warm Springs. The roof at both Pendleton and Baker would not require the steep pitch which was provided at Timberline and Warm Springs and we would not plan a concrete floor in the building at this time. Provision should be made for a chimney so that sometime later a stove could be placed about the middle of the building to provide heat. Lighting would consist of overhead lights with outlets for trouble lights or electric plug-in tools.

The cost of the two buildings as above will be slightly greater than that originally estimated, however, we will arrange to transfer whatever amount is necessary to cover the cost. State forces can supply the crushed rock or gravel backfill for the buildings, When the buildings are complete, the required number of 28' storage bays can be utilized for sign crew, bridge crew and car storage as necessary.

Changin to this plan of construction required a review of the location of the proposed buildings and I attach hereto a revised proposed location. This matter was discussed with Mr. Chidsey over the phone and if he has other ideas he will let us know in the very near future.

Very truly yours,

/s/ IAD

IAD/db Enclosures
cc- W. W. Stiffler E. F. Chidsey I. A. DeFrance

C
O
P
Y

Salem, Oregon
June 16, 1952

Mr. G. S. Paxson

Herewith is a copy of Mr. De France's report under date of June 9, which has reference to the establishment of storage buildings at Pendleton and Baker.

The plan is approved as to principle and location as shown on the sketches enclosed. I believe Mr. De France wishes to alter the dimensions of the Baker building from that shown on the report.

W. W. Stiffler

WWS:er

Enclosure

cc Mr. I. A. De France

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1952

C
O
P
Y

SUBJECT: Equipment storage building at Pendleton
Car storage building at Baker

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

When we made up our 1952 Maintenance Station Improvement Budget we included two items which we were advised were badly needed but at a preliminary estimated cost which we find now does not reflect the true cost of the buildings actually needed.

At Pendleton we find there is need for an additional equipment storage building to provide storage space for snow plowing equipment that now has to set outside and during cold weather consists in much loss of time to the crew and expense in snow plowing operations. We also find that the bridge crew is without quarters for their equipment or for the storage of those materials which they must keep on hand and those tools which they store for use on special jobs. We find also that the Sign Department needs a storage bay to facilitate their operations.

We have planned therefore, a standard masonry block building 32'x78' with metal roof and uplift doors to consist of 6 - 13 storage bays. Two of the bays will be partitioned off with a picket type partition for bridge crew and Sign Department use. The picket type partition is proposed inasmuch as it may be adjusted to provide storage space as required.

At Baker there is need for a car storage building to provide storage for engineering party cars and other vehicles for which there is no shelter at the present time. One bay in the existing maintenance building is now used by the bridge crew and District Maintenance Superintendent for storage of materials, toold, equipment, tires etc. Mr. Young and Mr. Chidsey suggest that we utilize two bays in the new building for bridge crew storage permitting us to revise the bay in the existing building for use by the State Police as a radio shop. Mr. Widdows advises that he would appreciate storage space in the new building.

It is proposed therefore, that a masonry block building 24'x70' be constructed to provide 4 car storage bays and 3 bays for material storage. It is planned to build the 7 bays and partition off 3 with picket type partitions which may be revised to permit future adjustment in space allotments and make possible the eventual use of these bays for car storage.

Our estimate of cost for the two buildings is as follows:

Baker - contract - car storage 24'x70'	$8500
State Forse - surface, floor and lights	300
Partitions	300
Sub-total for Baker	$9100
Pendleton - Contract - Equipment Storage Shed 32'x78'	$12640
State Force - Surface, floor and lights	560
Partitions	400
Sub-total for Pendleton	$13600

We would propose to cover this cost by utilizing the amount set up for the two buildings in the original budget - $9200; the item to cover the extension of the Pendleton office which is being postponed till 1952 - $10,000 and an item of $3500 in the 1952 budget to cover the improvement to the water supply system at the Timberline Junction. This particular project was completed last year and need not enter into our 1952 program.

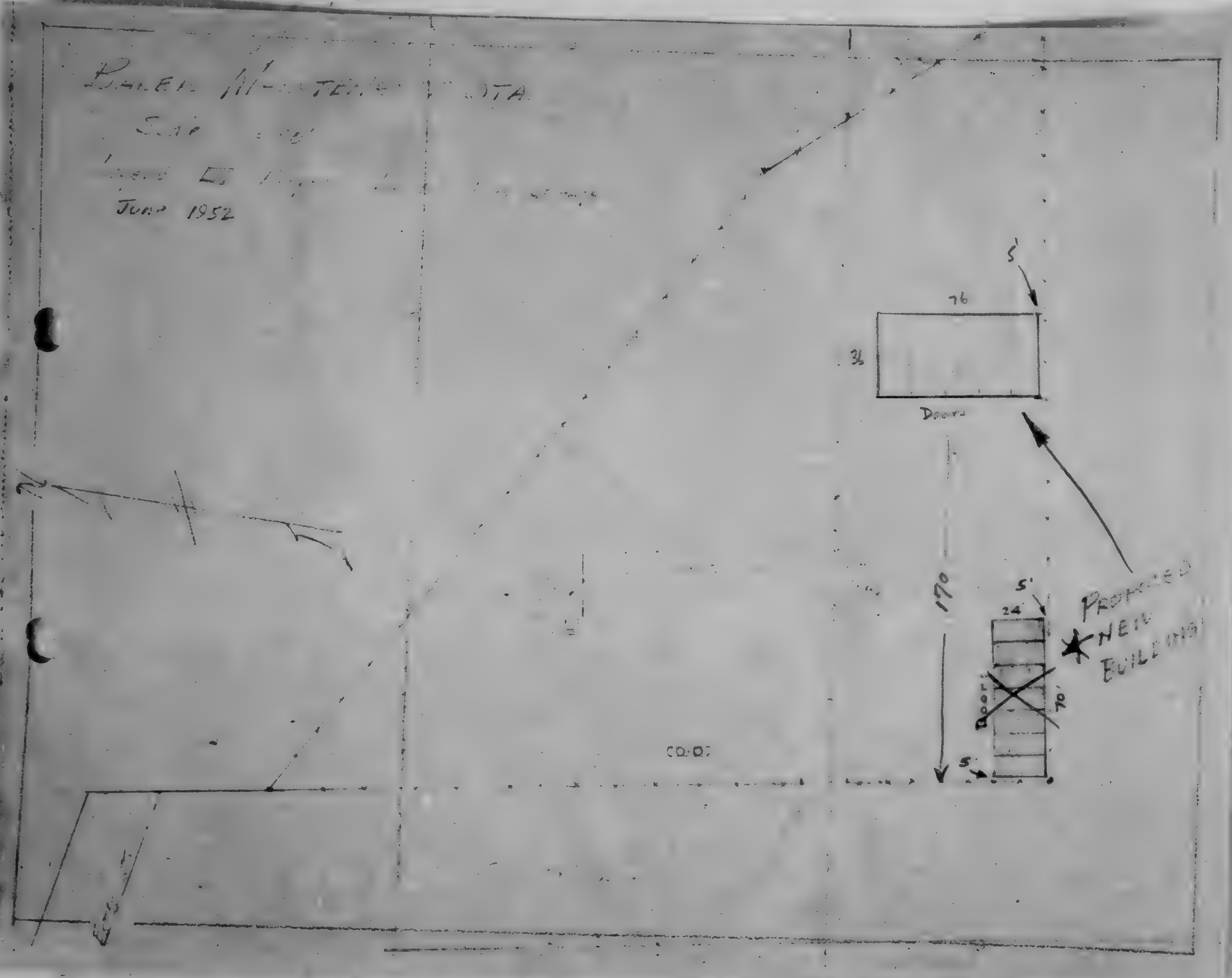
We recommend that these projects be authorized in accordance with the above and that Mr. Paxson be advised of our plans at once so that he can include the two buildings in his call for bids at the July meeting.

Very truly yours,

/s/ I. A. DEFrance

I. A DeFrance
Assistant Maintenance Engineer

IAD/db
cc-



BAKER M[illegible]OTA
[illegible]
[illegible]
June 1952
76
36
5'
Door
170
24
Door
70'
5'
PROPOSED NEW BUILDING

FI-139(11) Manning and Cemetery Road Grade Separation Structures. 1952

#3774

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3774	6-final	Hannan Bros. Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
8387	R-66446	$ 4,794.92	5/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: April 30, 1953

Time Extensions: None

Completion Date: March 18, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-21-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
~~H. B. Glaisyer~~
Acting Secretary

Warrant Mailed:
A. A. Wicklander

RECEIVED
MAY 1953
FOR FILING

May 4, 1953

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3774 covering Manning and Cemetery Road Undercrossings on the Pacific Highway in Douglas County was completed by the contractor, Hannan Bros. Co., on March 18 and was formally accepted by the Highway Commission on April 8, 1953.

Final payment in the amount of $4,794.92 will be released to the contractor on or after May 14, 1953. The total contract amount is $52,485.50 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

RECEIVED
FOR FILING

[illegible]

3774

September 19, 1952

Hannan Bros. Co.
3525 N. E. Going St.
Portland 11, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3774, which was awarded to you on August 18, 1952 by the State Highway Commission, covering the Manning and Cemetery Road Undercrossings on the Pacific Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

Hannan Bros. Company
3525 N. E. Going
Portland, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3774 for construction of the Manning and Cemetery Road Grade Separation Structures on the Oakland Junction-Deady Unit of the Pacific Highway in Douglas County. This award was based on your bid of $20,080.00 which was the low bid submitted to the, Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franswa, SIAC

RECEIVED
1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFL-189(11), Manning and Cemetery Road Structures on the Oakland Junction-Deady Unit of the Pacific Highway, to Hannan Bros. Company of Portland, Oregon, low bidder in the amount of $60,080.00 at the August 18, 1952 bid opening.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

15-1[illegible] 19[illegible]2

Medford Traffic Signals.

#[illegible]

[illegible] FOR FILMING
15 -

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3775	3-final	TROWBRIDGE & FLYNN ELEC. CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10703	R-68581	$ 678.13	6/12/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. W. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: to March 31, 1953 without penalty

Completion Date: March 31, 1953

Date Accepted: May 18, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-15-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A.W. Wicklander

RECEIVED
MAY [illegible] 1953
FOR FILING

15-1665

May 28, 1953

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3775 for installing traffic signals on the Medford Section of the Pacific Highway, Jackson County, was completed by the contractor, Trowbridge & Flynn Electric Co., on March 31 and was formally accepted by the Highway Commission on May 18, 1953.

Final payment in the amount of $678.13 will be released to the contractor on or after June 8, 1953. The total contract amount is $3,875.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Robinson, Potter & Shepherd
U. S. National Bank Bldg.
Medford, Oregon

NOTED ON CARD

5-28-53 gl

RECEIVED
1953
FOR FILING

15-1015

[illegible]

March 18, 1953

Trowbridge & Flynn Electric Co.
214 West Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 17, 1953, had under discussion your request for an extension of time of 90 days, from December 31, 1952 to and including March 31, 1953, within which to complete your contract No. 3775 for installing Medford Traffic Signals on the Pacific Highway, Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

Philip M. Oakley,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
3-18-53, J

RECEIVED
1953
FOR FILING

15-1605

3775

March 5, 1953

Oregon State Highway Commission

Gentlemen:

At the last Commission meeting you authorized an expenditure of $1,000 for installing wait-walk signals at two highway intersections in Medford, of which amount the City was to pay 50 per cent.

Upon completing the plans we find that, due to additional wiring and control necessary, the cost of the signals will be $1,500, which would result in a cost of $750 each to the State and the City. The City has provided its $750, and it is recommended that you approve increase of the State's authorization from $500 to $750. There are sufficient funds available from the approved 1953 minor betterment budget to cover the additional allocation, as we had set up a total amount of $6,500 for traffic signals in Medford.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler
Mr. F. B. Crandall
Mr. C. H. Maison

WCW:me fp

FORM E-30 25M 8-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 2, 1953
Salem, Oregon

SUBJECT: Placement of Wait-Walk Signals
Intersection of 12th Street with
Central Avenue and Riverside Avenue
Medford - Contract No. 3775

To: W. C. Williams

NOTED
W. C. WILLIAMS

L

As you will recall, the State Highway Commission at their recent meeting approved the expenditure of an additional $1,000 for installing wait-walk signals at the above location providing the City would pay 50 per cent of the cost. The City has indicated their willingness to do so not only at the time they requested we do their work, but verbally when Mr. Johnson of this office contacted them on February 25th. I am attaching hereto one copy of the detail estimate of cost for the additional work to be done at this location and we now find that it will cost $1,500. Thus, the estimate we gave to the Commission was in error. This could probably be changed by requesting Mr. Glaisyer to make a correction in the minute entry or if you will authorize the expenditure of this amount of money. We would still not have to call upon the City of Medford for additional funds as there is already a balance of $757.57 due them from their advance deposit on contract No. 3775.

It is proposed that this work be done by State Force as it is cheaper than to have the contractor do it and secondly Mr. Widdows will be in a position to accomplish the work within the next few weeks whereas a contractor would take at least two months. If you approve this revised cost estimate, will you kindly advise this office and I in turn will advise Mr. Paxson and Mr. Widdows of your decision.

F B Crandall
F. B. Crandall
Traffic Engineer

JAH:jr
Attachment

cc - G. S. Paxson

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
February, 1953

STATE FORCE ACCOUNT COST ESTIMATE
Traffic Signal Revision
12th Street at Central and Riverside Avenues
Medford

	Unit	Unit Cost	Quantity	Cost
1½x3" galv. conduit nipple	ea.	$ 0.24	6	$ 1.44
1½" conduit locknut	ea.	0.08	6	0.48
1½" conduit bushing	ea.	0.12	6	0.72
4x4x4" galv. cast iron junction box & cover	ea.	6.00	6	36.00
67 watt traffic signal lamp	ea.	0.22	32	7.04
No. 14 type T/W wire	ft.	0.02	600	12.00
6 wire No. 14 control cable	ft.	0.20	389	77.80
Two-way, 2 section, bracket mounted pedestrian signal	ea.	116.00	8	928.00
Material Total				$1,063.48

Net Material	$1,063.48	
Net Labor	402.21	
Misc. & Contingencies	34.31	
Total		$1,500.00

RECEIVED
FOR FILING

[illegible]

3775

February 3, 1953

State Highway Commission

Request for extension of time
No. 3
February 17-1 meeting

Gentlemen:

Re: Medford Traffic Signals,
Trowbridge & Flynn Electric
Company, Contractor
Contract 3775

Herewith a request for a time extension in which to complete the work on the Medford Traffic Signals, Trowbridge & Flynn Electric Company, contractor. The contract completion date on this project is December 31, 1952.

The installation was complete on December 19, 1952 but final inspection disclosed that the manufacturers of the equipment had not complied in all respects to the specifications, and certain parts will be replaced when they are received from the factory. In the meantime, the signals are in use.

It is recommended that the extension, to and including March 31, 1953, be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

3775

September 25, 1952

Trowbridge & Flynn Electric Co.
214 West Main
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3775, which was awarded to you on August 18, 1952 by the State Highway Commission, covering Medford Traffic Signals on the Pacific Highway in Jackson County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952.

Trowbridge & Flynn Electric Company
214 West Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on August 20, 1952 awarded to you State Highway Contract No. 3775 for installation of the Medford Traffic Signals at two street intersections in the City of Medford in Jackson County. This award was based on your bid of $3,675.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
JUL [illegible]
FOR FILING

[illegible]

[illegible]

Woodford

July 25, 1952

Mr. J. R. Woodford, City Recorder
City Hall
Medford, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Medford covering the traffic signal installations on Twelfth Street at its intersection with Central and Riverside Avenues.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
FOR FILING
FORM E-80 25M 9-51 47196

15 [illegible]

3715

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Herewith City Warrant No. 45293 in the amount of $2,850 from the City of Medford. This amount represents the City's advance deposit covering 50% of the estimated cost of the proposed traffic signal installation on Twelfth Street at its intersections with Central and Riverside Avenues.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

[illegible]

RHP:MM
Att.

cc: Mr. C. H. Maison

RECEIVED
FOR FILING

MISC. CONTRACTS AND
AGREEMENTS No. 1374

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 17, 1952

3527
3562

SUBJECT: Assignment No. 3527

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer

Herewith three copies of a traffic signal agreement between the State and the City of Medford covering proposed installations on Twelfth Street at its intersection with Central and Riverside Avenues. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

The City's warrant in the amount of $2,850 has been received this date and transferred to Mr. Glaisyer.

John W. Cattrall
Engineer, County and City Relations

By
Robert H. Prange
Robert H. Prange
Office Engineer

NOTED
W. C. WILLIAMS

RHP:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE March 13, 1952 Minute page 35
Secretary

RECEIVED
JUL 17 1952
OFFICE OF
STATE HIGHWAY ENGINEER

AS MENT

No. 352
By WCW

Date: July 7, 1952

Description: Letter of July 2 by Mr. Crandall returning agreements on traffic signal installation--city of Medford

Acknowledged by _____ Referred to ____Cattrall_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-17-52 Report received ________

Remarks: For City execution.
WCW

MISC. CONTRACTS and
AGREEMENTS No. 1394

FORM E-90 25M 8-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 2, 1952
Salem, Oregon

NOTED
J. W. CATTRALL

SUBJECT: State-City Agreement
Traffic Signal Installation
12th Street at Central and
Riverside Avenues - US99
Medford
Assignment No. WCW 3502

To: W. C. Williams
Assistant State Highway Engineer

W. C. WILLIAMS

I am returning herewith the State-City Agreements covering the proposed traffic signal installation at the intersection of 12th Street with Central and Riverside Avenues in the City of Medford. These Agreements have been checked, found correct, and may be sent to the city for signature.

F. B. Crandall

F. B. Crandall
Traffic Engineer

VJ:sb
Attachment

NOTED
W. C. WILLIAMS

[illegible] 1952

RECEIVED
JUL 7 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Date: June 30, 1952 [illegible]NMENT No. 35[illegible]

By

Description: Tom Reeder's letter of June 26 and six copies of proposed agreement between State and City of Medford re installation of traffic signals at intersections of Twelfth Street with Central and Riverside Avenues

Acknowledged by _ _ _ _ _ Referred to _ ~~Libby~~ Crandall _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _ _ _ _

Remarks: Please check and return.

WCW

MISC. CONTRACTS and
AGREEMENTS No. 1314

FORM E-30 25M 6-51 40713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1952

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Herewith you will find the original and five copies of the proposed agreement by and between the State and the City of Medford with respect to the installation of traffic signals at the intersections of Twelfth Street with Central and Riverside Avenues, located in the city of Medford.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER

TJR:am
Encls.

RECEIVED
JUL 1 1952
TRAFFIC ENGINEER

RECEIVED
FOR FILING

FORM E-30X 25M 8-51 47100

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 6, 1952

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
Twelfth Street at Central and
Riverside Avenues
US99 - Medford

To: C. W. Enfield
Legal Department

At its meeting on March 13 and 14, 1952, the State Highway Commission approved the installation of traffic signals at the intersections of Twelfth Street with Central and Riverside Avenues in the City of Medford. Will you please prepare the necessary State-City Agreement.

It is believed that the following points should be covered in the Agreement:

1. The highway involved is the Pacific Highway, No. 1, US99.
2. The streets involved are Central Avenue and Riverside Avenue which form the southbound and northbound streets for the one-way couplet on US99 through the City of Medford, and Twelfth Street which is a city street.
3. It is planned to install non-interconnected, fixed-time traffic signals at these two intersections in accord with the attached plan.
4. The installation is estimated to cost $5700.
5. The State shall make the installation in the first instance and pay all costs thereof. The final cost shall be shared equally between City and State.
6. The City shall, when returning the signed Agreements, submit its check for one-half the estimated cost of the installation.
7. The City shall maintain the signals after installation and pay for all electrical energy consumed.
8. The signals shall be operated in accordance with the timing program prepared by the State. The City shall make no changes in this timing program without prior approval in writing from the State.
9. The City is to do, or cause to be done, all necessary tree trimming to provide a clear view of the traffic signals.

If after preparation you will submit the Agreements to this office through Mr. William's office, we will check them and care for further processing.

F B Crandall

F. B. Crandall
Traffic Engineer

VJ:sb

Attachment

cc: W. C. Williams ✓
J. W. Cattrall

RECEIVED
[illegible] 29 1952
FOR FILING

AGENDA ITEM 4-k-2
March 13, 1952

March 27,1952

Mr. Robert A. Duff
City Superintendent
City Hall
Medford, Oregon

Dear Sir:

The Highway Commission at its meeting March 13 considered the city of Medford's request for the installation of traffic signals at the intersection of 12th and Riverside Avenues and 12th and Central Avenues.

The engineering investigation which was made following receipt of your request disclosed that installation of these signals is warranted. I am pleased to inform you that the Commission approved installation at the two locations mentioned at an estimated total cost of $5,700 with the understanding that the City is to pay half of this cost, furnish the energy for the signals and maintain them.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
MAR 12 1952
FOR FILING

15-16

Medford

March 7, 1952

Oregon State Highway Commission

Gentlemen:

The City of Medford recently requested investigation as to need for traffic signals at the intersection of 12th and Riverside Avenues and 12th and Central Avenues in Medford. Riverside and Central Avenues are the one-way street routings of the Pacific Highway through Medford.

Our investigation disclosed that both of these intersections are in need of traffic signalization. The traffic volume is heavy, even though the streets are one way, and the accident volume is high. During the last five years there have been 25 accidents at the Central Avenue intersection and 24 accidents at the Riverside intersection. There are no signals in the immediate vicinity, and these signals are needed to aid in the control of a synchronized speed through the city.

The estimated cost of the two installations is $5,700 which, if approved, would result in a cost to the State of 50 per cent, or $2,850.

This matter will be on the next agenda, and I recommend approval of the two installations. The signals were not anticipated in our 1952 budget, so that if the installation is approved financing will need to be from our minor betterment reserve fund.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. F. B. Crandall
Mr. E. A. Collier
Mr. C. H. Maison
WCW:me bl

RECEIVED
FOR FILING

Medford

~~Cross Referenced To:~~

January 24, 1952

Mr. Robert A. Duff
City Superintendent
City of Medford
Medford, Oregon

Dear Sir:

You recently discussed with Mr. Head, of our Traffic Division, the possibility of signal installations at the intersection of 12th and Central Streets (US99) and also at 12th and Riverside Streets (US99). In accord with our usual practice, it will be necessary to make a thorough and detailed investigation, looking to the warrant for signalization. We will proceed in this direction; however, it may be some time before we can proceed, by reason of prior commitments.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

FBC:sc

cc Mr. F. B. Crandall

20-1[illegible] 1952

Eugene Traffic Signals.

#3776

RECEIVED
FOR FILING

[illegible]

3776

April 15, 1953

C. & S. Electric
1070 Willamette St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 60 days, from December 31, 1952 to and including March 1, 1953, within which to complete your contract No. 3776 for installing traffic signals at Eugene on the Pacific Highway, Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

[illegible]

cc: Tom Edwards,
Division Engineer

L. R. Allen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
4-15-53

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 3, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3776	4-final	C. & S. ELCTRIC CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5800	R-63401	$ 873.08	4/3/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: None

Completion Date: Feb. 20, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-10-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
~~H. B. Glaisyer~~
Acting Secretary

Warrant Mailed: 3

A. A. Wicklander

NOTED ON CARD
4-13-53

RECEIVED
53
FOR FILING

March 20, 1953

Hartford Accident & Indemnity Co.
Hartford 15, Connecticut

Gentlemen:

State Highway Contract No. 3776 for traffic signals on the Pacific Highway in Eugene, Lane County, was completed by the contractor, C. & S. Electric, on February 20, 1953, but has not as yet been accepted by the Commission.

Final payment in the amount of $873.08 will be released to the contractor on or after acceptance by the Commission. The total contract amount is $8,315.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and th State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Tromp & McKinley Agency
43 West Broadway
Eugene, Oregon

RECEIVED
FEB 26 1953
FOR FILING

[illegible]

3776

February 25, 1953

State Highway Commission

Request for extension of time
No. 3
April 8 and 9 meeting

Gentlemen:

Re: Eugene Traffic Signals
Contract No. 3776
C. & S. Electric, Contractor

Herewith a request from the C. & S. Electric, contractor for the Eugene Traffic Signals, for an extension of time to and including March 1, 1953 for the completion of work on this project. The contract completion date was December 31, 1952.

The project was put in operation prior to the contract completion date by the installation of galvanized metal junction boxes in the place of cast iron boxes specified. The cast iron boxes have now been received, and the project was completed on February 20, 1953. The delay has not been the fault of the contractor.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
SEP 16 1952
FOR FILING

3776

September 15, 1952

C. & S. Electric
1070 Willamette St.
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3776, which was awarded to you on August 18, 1952 by the State Highway Commission, for installation of Eugene Traffic Signals on the Pacific Highway in Lane County.

An executed copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

RECEIVED
AUG 21 1952
FOR FILING

August 20, 1952

C & S Electric
1070 Willamette Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3776 for installation of the Eugene Traffic Signals at four street intersections in the City of Eugene in Lane County. This award was based on your bid of $8,315.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract form which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
AUG [illegible] 1952
FOR FILING

August 14, 1952

Mr. Oren King, City Manager
City of Eugene
Eugene, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Eugene covering the proposed traffic signal installation at 6th and 7th Avenue on Polk Street and 6th and 7th Avenue on Jefferson Street in the City of Eugene.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FOR FILING

files

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Herewith a check from the City of Eugene in the amount of $6,150 representing the City's advance deposit on its share in the estimated cost of the proposed traffic signal installations at 6th and 7th on Polk and 6th and 7th on Jefferson in Eugene.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

Check 18777 for $6150.00 received 7/31/52 & to Acctg Div. Advance fund 8/1/52
F Query

RHP:MM
Encl.

cc: Mr. C. H. Maison

RECEIVED
FOR FILING
FORM E-30 25M 9-51 47190

MISC. CONTRACTS and
AGREEMENTS No. 1403

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1952

Eugene 3552
3564

SUBJECT: Assignment No. 3564

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
For Comm. approval.

Herewith three copies of an agreement covering the proposed traffic signal installations at 6th and 7th on Polk and 6th and 7th on Jefferson in the City of Eugene. Please note that attached to each agreement are copies of letters granting permission to attach supervisory cables to existing power and telephone poles.

The City's advance deposit in the amount of $6,150 has been received and transferred to Mr. Glaisyer.

This completes Assignment No. 3564.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE July 10, 1952 agenda item 4-m
Secretary

OFFICE COPY

No. 3564
By WCW

ASSIGNMENT

Date: July 21, 1952

Description: **Letter of July 18 by Mr. Crandall, Letter of July 11 by Robert L. May, five copies of agreement with City of Eugene on proposed traffic signal installation and interconnection at Polk Street-Jefferson Street Section**

Acknowledged by _____ Referred to **Cattrall**

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply ________ signature
Please prepare for ____________________

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-31-52 mc Report received ________

Remarks: **For City execution.**
WCW

MISC. CONTRACTS and
AGREEMENTS No. 1702

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18, 1952

SUBJECT: State-City Agreement
Polk Street-Jefferson Street Section
US99
Eugene
Assignment No. WCW3552

To: W. C. Williams
Assistant State Highway Engineer

I am returning herewith the State-City Agreements covering the porposed traffic signal installation and interconnection of signals at the Polk Street-Jefferson Street section in the City of Eugene. These Agreements have been checked, found correct, and suggest they be turned over to Mr. Cattrall for further processing.

F B Crandall
F. B. Crandall
Traffic Engineer

FBC:Mgt

Attachment

RECEIVED
JUL 21 1952
ENGINEER

ASSIGNMENT

Date: July 15, 1952

No. 355

By WC

Description: **Agreements and letter from Legal Department dated July 11 covering Eugene signal installation and interconnection of signals.**

Acknowledged by _____ Referred to **Mr. F.B. Crandall**

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature

Assignment executed ______ Report received ______

Remarks: **Please check and return.**

PLEASE RETURN TO
W. C. WILLIAMS

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

FORM E-30 25M 1-52 98419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 11, 1952

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Attached hereto please find the original and 4 copies of the proposed agreement between the State Highway Commission and the City of Eugene, under the terms of which traffic signals will be installed, changed, and put on a time system within the city of Eugene.

These agreements are complete with attached exhibits and have been approved by the Chief Counsel.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May Jr.
ROBERT L. MAY, Jr.
Assistant Attorney

RLM:am
Attach.

RECEIVED
JUL 15 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
[illegible]

MISC. CONTRACTS and
AGREEMENTS No. 1403

Traffic Signal Agreement
City of Eugene
6th and 7th at Jefferson and Polk
August, 1952

__DISTRIBUTION SHEET.__ __NOT A PART OF ATTACHED DOCUMENT__

Copies Distributed as Follows:

City of EUGENE 1

County of ______ ____

R. H. Baldock		Office Engineer	
W. C. Williams		Personnel	
W. W. Stiffler		Right of Way	
Accounting		Secretary	1
Bridge		Sec. of State	
Construction		Sign	
County & City	1	Traffic	1
Division No. 3	1		
Legal			
Maintenance			

MISC. CONTRACTS and AGREEMENTS No. 1403 67

COMMISSIONERS:
W. R. ROBERTSON, Pres.
L. W. TROMMLITZ
HOWARD R. TAYLOR
STANLEY R. DARLING
OLUF A. HOUGLUM

R. B. BOALS
GENERAL SUPT.-SEC'Y.

• • •

500 East 4th Avenue
EUGENE, OREGON
Phone 4-6211

EUGENE WATER & ELECTRIC BOARD
MUNICIPAL UTILITIES

July 28, 1952

Mr. Oren King
City Manager
City of Eugene
Eugene, Oregon

Dear Mr. King:

Reference is made to a recent verbal request for permission to contact certain utility poles with traffic control circuits in the alley between 6th and 7th Avenues and between Polk and Jefferson Streets.

Permission is hereby granted for attachment and maintenance of these control circuits on the Eugene Water & Electric Board poles along this route subject to approval by Board engineers on the manner and details of the contacts.

It is noted that the first pole west of Blair Street along this route carrying No. 3135 is owned by the Pacific Telephone & Telegraph Company, who should be contacted for their comments on the requested use.

Yours very truly,

EUGENE WATER & ELECTRIC BOARD

Donald F. Robinson

D. F. Robinson
Electrical Distribution Engineer

DFR/vaf

OFFICE C

OFFICE C

MISC. CONTRACTS and
AGREEMENTS No. 1403

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

64

EUGENE, July 28, 1952

Mr. Oren King
City Manager
City of Eugene
Eugene, Oregon

Dear Mr. King:

This letter confirms conversation between Mr. L. W. Carlisle and Mr. M. G. Johnson in regards to the proposed attachment of a 110 volt control circuit on one of this Companies poles, #3135, located in the alley between 6th and 7th Avenues approximately 55' west of Blair Blvd.

Permission is hereby granted to make the proposed contact, subject to the rules of the National Electrical Safety Code.

Very truly yours,

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

J. L. PERRY
DISTRICT PLANT ENGINEER

J L Perry

MGJ/jv

District Plant Engineer

RECEIVED
AUG 7 1952
FOR FILING

4-mn

July 29, 1952

Mr. Oren L. King, City Manager
City of Eugene
Eugene, Oregon

Dear Mr. King:

I believe that I informed you over the telephone sometime ago of the action taken by the State Highway Commission at its last meeting on the matter of cooperating with the City in the installation of traffic signals at the intersection of 6th and Polk Streets and 7th and Polk Streets; the conversion of the existing installations at the intersections of 6th and Jefferson streets and 7th and Jefferson streets; and the installation of interconnecting cables to the Polk, Blair, and Jefferson street intersections on the 6th and 7th street couplet of which work is estimated to cost $12,300.

This will confirm the information given you over the telephone to the effect that the State Highway Commission approved participation in the cost of this work to the extent of paying 50 percent of the cost involved, or approximately $6,150.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

RECEIVED
JUN 26 1952
FOR FILING

June 25, 1952

Oregon State Highway Commission

Gentlemen:

Some time ago the City of Eugene submitted a very comprehensive program for signal installations and allied work in the city of Eugene. However, work desired by the City is not possible at this time and there is some question as to whether certain of the installations listed are critical. An investigation and review has been made looking to a limited number of installations and the following are recommended at this time:

1) Installation of traffic signals at the intersections of 6th and Polk and 7th and Polk. Estimated cost $5,600

2) Conversion of existing nonstandard installations (center suspended) at the intersections of 6th and Jefferson and 7th and Jefferson to conform to approved highway standards. Estimated cost 4,700

3) Interconnection of signals at Polk, Blair and Jefferson Street intersections on the 6th and 7th Street couplet in order to maintain the progressive system. Estimated cost 2,000

Total estimated cost . . $12,300

All the work that is listed hereinabove involves urban highway extensions, and if you approve of the work, it would be on the basis of our usual fifty-fifty agreement. There are moneys set up in our current budget to care for the State's share in the amount of $6,150.

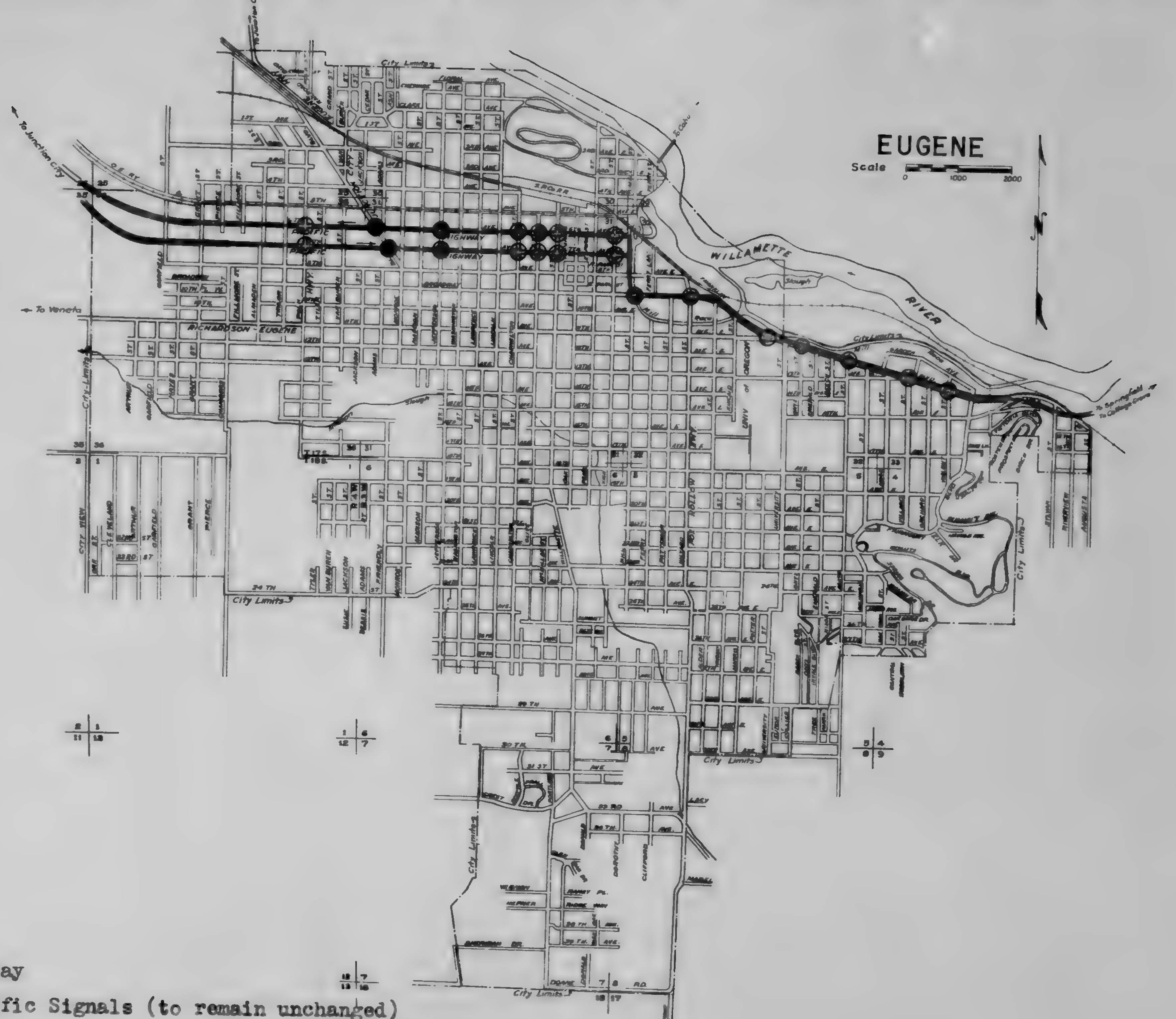
This matter will be on the next agenda for your consideration, and I attach hereto a sketch map indicating locations of the signals indicated above.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

FBC:sc lg

Attachment
cc Mr. F. B. Crandall



▬ Pacific Highway

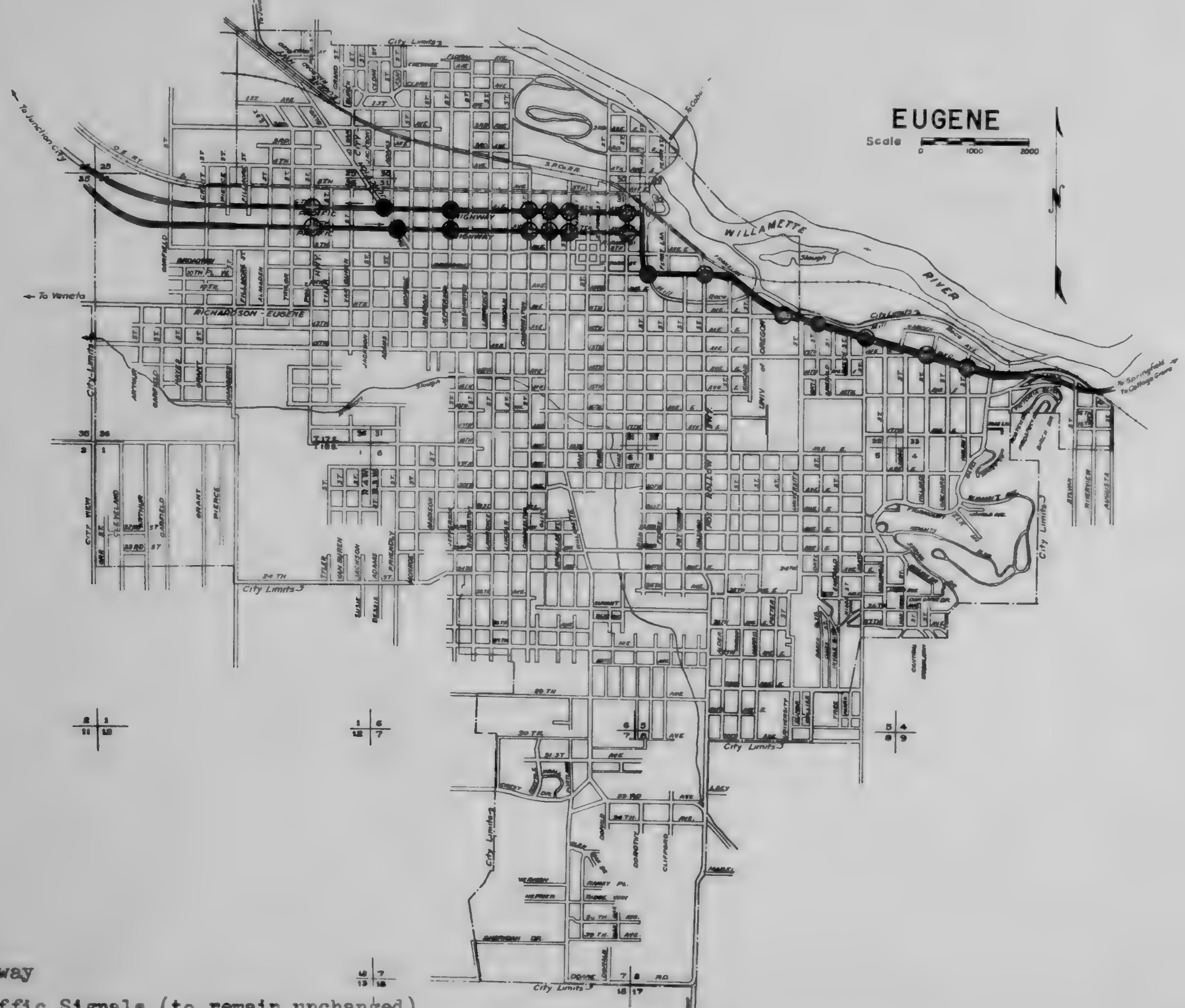
● Existing Traffic Signals (to remain unchanged)

● Existing Center-Suspended Traffic Signals (to be converted to standard)

○ Proposed Traffic Signals

● Existing Traffic Signals (to be interconnected with those at Polk and Jefferson Streets)

Rev. [illegible]



● Pacific Highway

● Existing Traffic Signals (to remain unchanged)

● Existing Center-Suspended Traffic Signals (to be converted to standard)

○ Proposed Traffic Signals

● Existing Traffic Signals (to be interconnected with those at Polk and Jefferson Streets)

Rev. 8-2-49

ASSIGNMENT

Date: June 18, 1952

No. 3477

By wcr

Description: Letters from Oren L. King dated May 7 and June 11 re traffic signal installations program for Eugene in 1952.

Acknowledged by _____ Referred to Mr. F. B. Crandall ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for __________________ signature
____

Assignment executed ______ Report received ________

Remarks: Recommend and attach maps.

V. E. JOHNSON, MAYOR

OREN L. KING, CITY MANAGER

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

June 11, 1952

Oregon State Highway Commission,
Salem,
Oregon.

Attention: Mr. W. C. Williams

Dear Sir:

This is to advise that the City council at their regular meeting on Monday, June 9, 1952 approved the City's participation with the highway department in the installation of traffic signals at the intersections of 6th and Polk and 7th and Polk at an estimated cost of $5,600; the conversion of existing installations at the intersections of 6th and Jefferson and 7th and Jefferson at an estimated cost of $4,700 and interconnecting cables to Polk, Blair and Jefferson Streets estimated to cost $2,000.

Under this program the total estimated cost is approved at $12,300 with the City's estimated one-half amounting to $6,150, which will be included in the 1952-53 budget.

Please send necessary contracts and we will have them executed and forward the City's share to you.

Thanking you again for your assistance, I remain

NOTED
W. C. WILLIAMS

Very truly yours,

Oren L. King

Oren L. King,
City Manager.

OLK:lg

RECEIVED
JUN [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 19 1952
TRAFFIC ENGINEER

RECEIVED
FOR FILING
FORM E-30X 20M 6-50 42269

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

Eugene

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
6th and 7th Avenues (US99)
Eugene

To: C. W. Enfield
Legal Department

NOTED
W. C. WILLIAMS

There is being submitted to the Commission at its July meeting a proposal for certain traffic signal installations on 6th and 7th Avenues in the City of Eugene. It is desirable that the contract for these installations be let at the August meeting of the Commission. The State-City Agreement must be executed prior to the contract letting. For this reason, and presuming Commission approval, we are asking you to prepare the State-City Agreement.

In the way of material being included in the Agreement I offer the following:

1. The highway involved is the Pacific Highway, No. 1, US99.
2. The streets involved are 6th and 7th Avenues which form the westbound and eastbound streets respectively of the one-way couplet for US99 in the westerly part of Eugene.
3. It is planned to do the following work:
    a. Install signals at the intersections of Polk Street with 6th and 7th Avenues.
    b. Convert existing center-suspended signals at the intersections of Jefferson Street with 6th and 7th Avenues to the far overhead standard.
    c. Interconnect traffic signals at the following intersections: 6th Avenue and Polk Street, 7th Avenue and Polk Street, 6th Avenue and Blair Boulevard, 7th Avenue and Blair Boulevard, 6th Avenue and Jefferson Street, 7th Avenue and Jefferson Street.
4. The work to be done is estimated to cost $12,300.
5. The State is to make the installation in the first instance and pay all costs thereof. The final cost is to be shared equally between City and State.
6. The City, at the time of returning the final, signed agreements shall submit its check for one-half the estimated cost of installation.

7. The City shall do all necessary tree trimming to permit full view of the traffic signal heads.

8. The City shall, when returning the signed Agreements, submit a permit granting permission to attach the supervisory wire to the existing power poles in the alley between Sixth and Seventh Avenues.

9. The City shall maintain and operate the signal system after installation with the provision that no changes shall be made in the timing program without prior approval in writing from the State.

10. It is agreed between the two parties concerned that at such time as the equipment installed under this Agreement needs replacement, the cost of such replacement shall be shared under the same terms as the original installation.

The plans for this work are being prepared at the present time and will be complete by the time that the Agreements are completed.

If after preparation you will submit the Agreements to this office through Mr. William's office, we will check them and care for further processing.

Crandall
F. B. Crandall
Traffic Engineer

VJ:sb

cc: W. C. Williams
J. W. Cattrall

RECEIVED
FOR FILING

May 28, 1952

Mr. Oren L. King
City Manager
Eugene, Oregon

Dear Sir:

I have your letter of May 7 regarding programming of signal installations in Eugene for the current year. The cooperative signal installations, as outlined in the first part of your letter and estimated to cost $12,300, appear to be in order. Recapitulating briefly, this work is as follows:

1) Installation of traffic signals at the intersections of 6th and Polk and 7th and Polk. Estimated cost .... $ 5,600

2) Conversion of existing nonstandard installations at the intersections of 6th and Jefferson and 7th and Jefferson to conform to approved highway standard. Estimated cost .... $ 4,700

3) Interconnection of Polk, Blair, and Jefferson Street intersections on the 6th and 7th Street couplet in order to maintain the progressive system. Estimated cost .... $ 2,000

4) Total to be shared on a 50/50 basis $12,300

It appears that the foregoing are priority projects from the standpoint of programming moneys available. Although conversion of the existing nonstandard installations on Hilyard (Fox Hollow Secondary Highway), is not specifically covered in your letter, it is indicated by Mr. Johnson of our office that conversion of these nonstandard signals is to be deferred only until such time as additional moneys are available and that it will be given priority consideration in future programming.

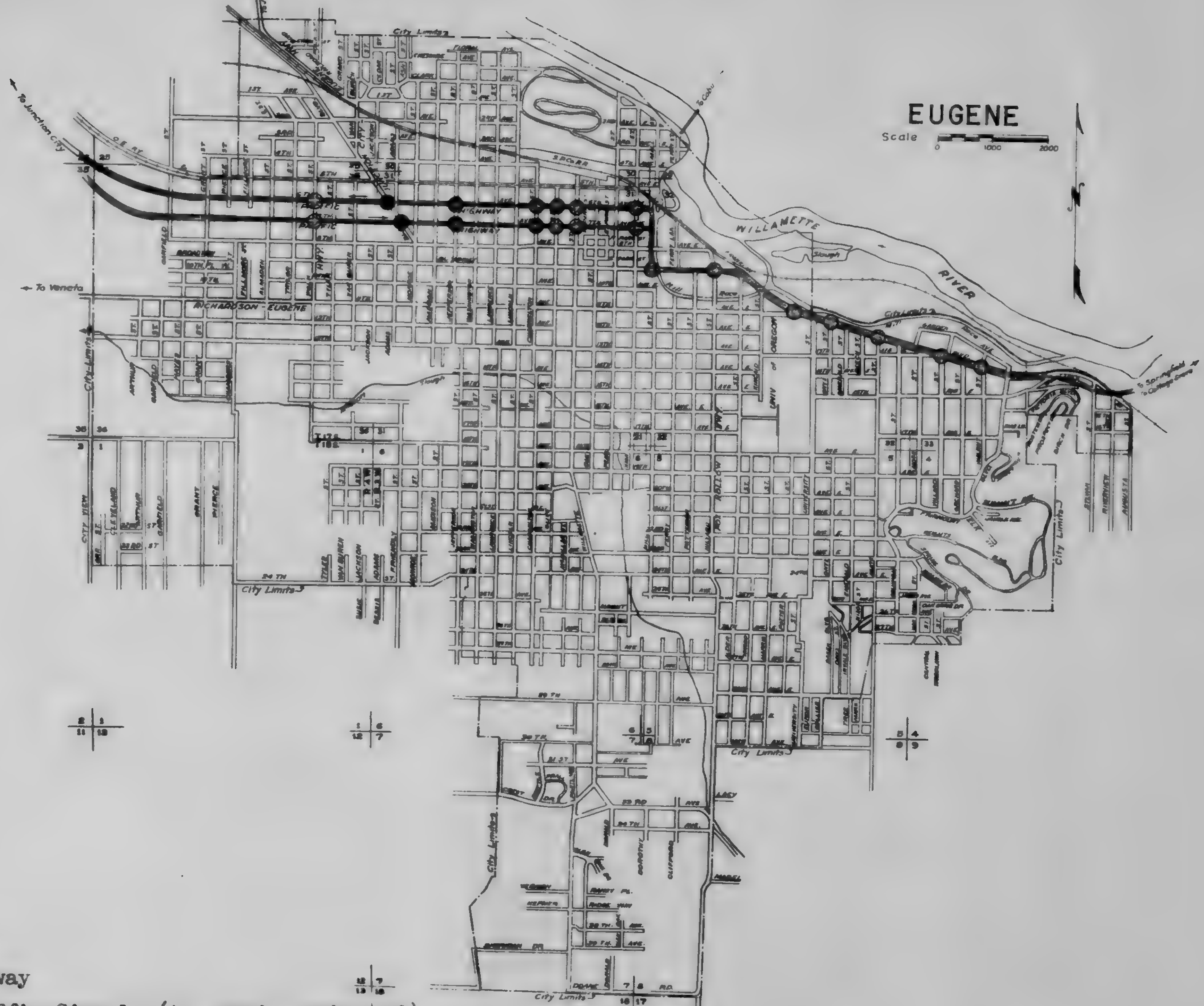
With regard to the nonstandard, single-light, center-suspended type of installation, will state that we cannot approve this type of signal regardless of whether it be at an intersection involving state highways or solely on city streets. We take this stand in the sincere belief that the single, center-suspended type of signal is inadequate for modern-day traffic. It is pointed out that if the City sees fit to proceed with installation of this nonstandard type of signal notwithstanding lack of approval on the part of the Highway Commission, the control imposed by the signal has no legal backing.

We will await your reaction to the foregoing before making any presentation to the Highway Commission.

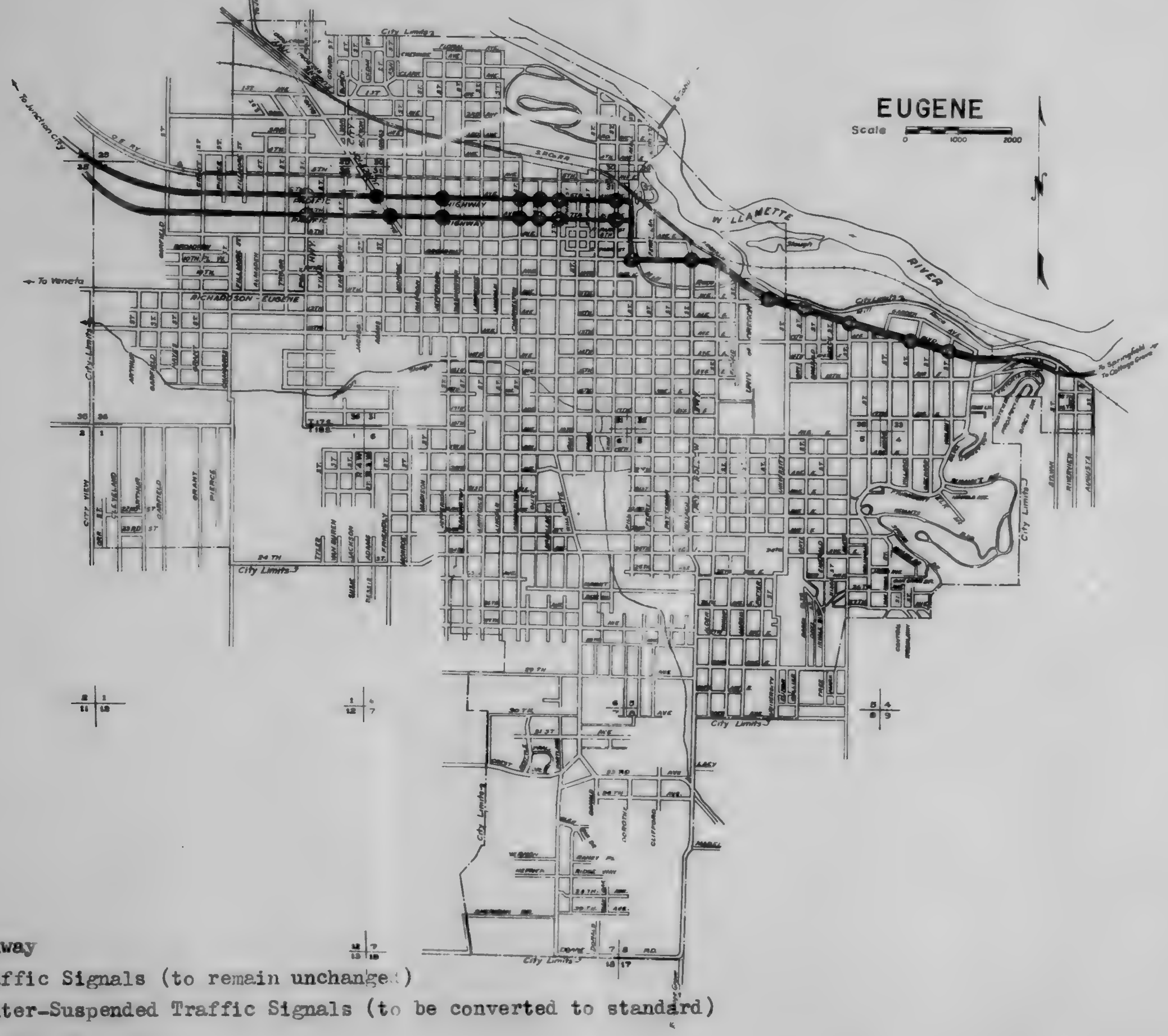
Very truly yours,

W. C. Williams
Assistant State Highway Engineer

FBC:sc lg
cc Mr. F. B. Crandall



- ▬ Pacific Highway
- ● Existing Traffic Signals (to remain unchanged)
- ● Existing Center-Suspended Traffic Signals (to be converted to standard)
- ○ Proposed Traffic Signals
- ● Existing Traffic Signals (to be interconnected with those at Polk and Jefferson Streets)



▬ Pacific Highway

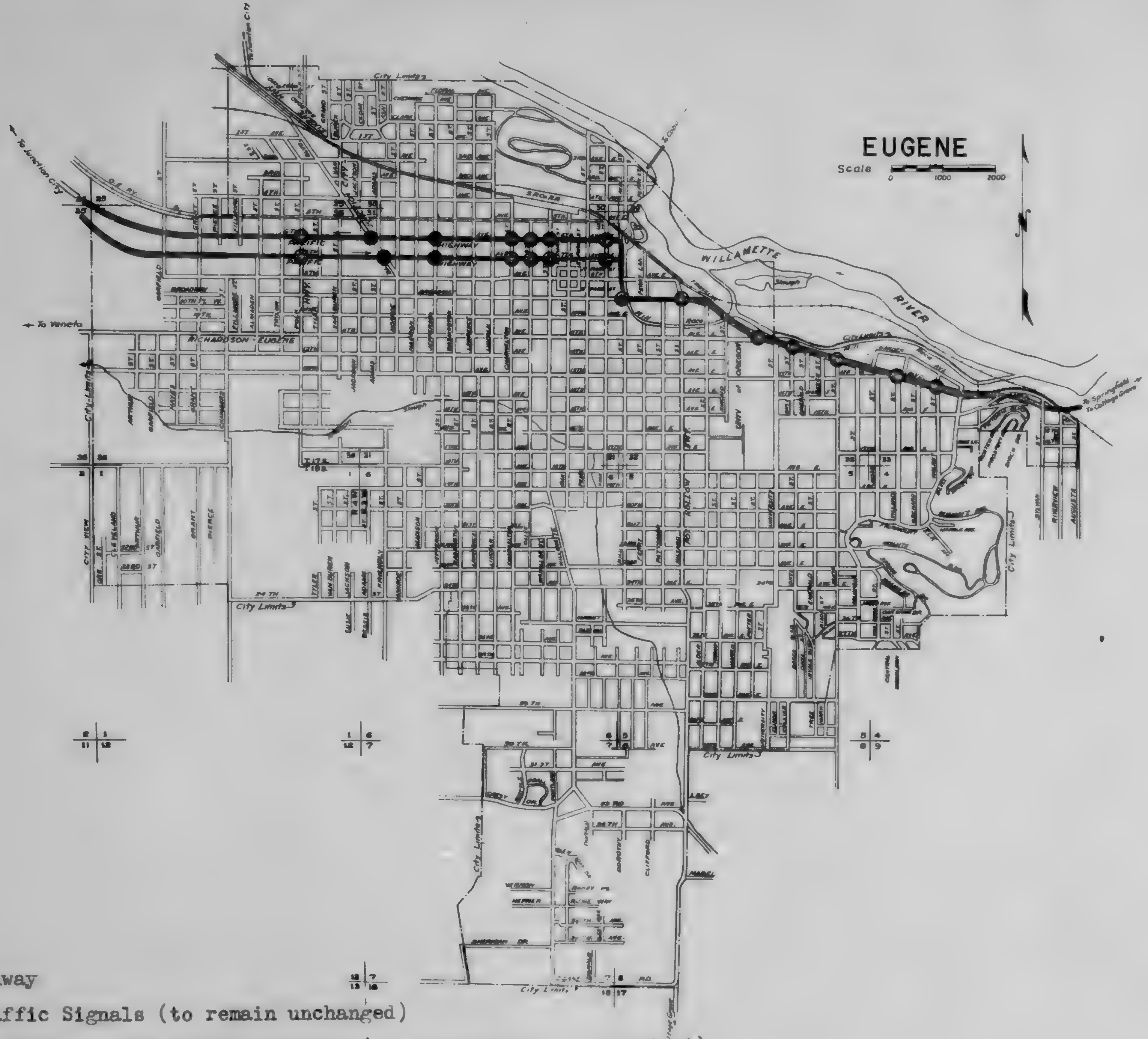
● Existing Traffic Signals (to remain unchanged)

● Existing Center-Suspended Traffic Signals (to be converted to standard)

○ Proposed Traffic Signals

● Existing Traffic Signals (to be interconnected with those at Polk and Jefferson Streets)

Rev. 8-2-48



▬ Pacific Highway

● Existing Traffic Signals (to remain unchanged)

● Existing Center-Suspended Traffic Signals (to be converted to standard)

○ Proposed Traffic Signals

● Existing Traffic Signals (to be interconnected with those at Polk and Jefferson Streets)

Rev. 8-2-48

V. E. JOHNSON, MAYOR

OREN L. KING, CITY MANAGER

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

May 7, 1952

Mr. W. C. Williams,
Assistant State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Williams:

In studying the 1952 traffic signal program for the City of Eugene and related State highways, we wish to present the following program for 1952.

The City of Eugene would share upon a fifty-fifty basis the installation of traffic signals at 6th and Polk estimated at ...$ 5,600.00

Share in the conversion of the traffic signals installed last year at 6th and 7th and Jefferson Street to bring these intersections up to recommended highway standards .... $ 4,700.00

Cables to interconnect Polk, Blair and Jefferson Street intersections .... $ 2,000.00

Total to be shared upon a fifty-fifty basis........... $ 12,300.00

City's share .... $6,150.00.

In accordance with recent origin-destination counts taken by the State Highway Department, we feel our most pressing traffic problem is that of affording more uniform movement of the 10,000 cars per day from the River Road area which now come into 6th and 7th Avenue from Blair Boulevard. The City of Eugene is planning to open up First Avenue from Railroad Boulevard to Jefferson Street and Jefferson Street from First Avenue to 13th Avenue for through traffic from the River Road secondary highway.

We are also planning on designating 5th Avenue from Blair Boulevard to High Street as a through arterial to further alleviate congested conditions from the River Road area.

In establishing 5th and Jefferson as arterials, it becomes necessary to install traffic lights at 1st and Jefferson, 5th and Jefferson, 8th and Jefferson, 11th and Jefferson and 5th and Willamette Streets. All of these five intersections are on City streets and not a part of the State highway system.

HOWEVER, WE FEEL THAT THE DIVERSION OF PART OF THE HEAVY TRAFFIC ON THE STATE SECONDARY FROM THE RIVER ROAD AREA WILL MATERIALLY ALLEVIATE PRESENT TRAFFIC CONDITIONS AT 6TH AND 7TH AND BLAIR BOULEVARD ON THE PACIFIC HIGHWAY. TO ACCOMPLISH THIS, IT WILL COST THE CITY APPROXIMATELY $5,000.00. UNDER THIS PROGRAM THE CITY WOULD NOT BE ABLE TO MATCH OVER THE $6,150.00 FOR STATE SHARED INSTALLATIONS AS OUTLINED ABOVE.

WE TRUST THIS ENTIRE PROGRAM IS SATISFACTORY FOR THE FISCAL YEAR 1952. PLEASE ADVISE YOUR APPROVAL OF THESE OVERHEAD INSTALLATIONS FOR THE CITY STREET INTERSECTIONS AS WELL AS THE ABOVE OUTLINED COOPERATIVE CITY AND STATE PROGRAM.

THANKING YOU AGAIN FOR YOUR ASSISTANCE, I REMAIN

VERY TRULY YOURS,

Oren L. King

OREN L. KING,
CITY MANAGER.

OLK:LG

24-3609 1952

Salem Maintenance Building.

#2777

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 24, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3777	6-final	ENOCH I. MAERZ

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7112	R-64723	$ 1,746.25	4/24/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: May 31, 1953

Time Extensions: None

Completion Date: April 1, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-28-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Floyd Query
acting Secty

Warrant Mailed: R 28 1953
a.a. Wicklander

RECEIVED
APR 1[illegible] 1953
FOR FILING

24-36[illegible]

April 10, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3777 for constructing Salem Maintenance Building, Marion County, was completed by the contractor, Enoch I. Maers, on April 1 and was formally accepted by the Highway Commission on April 8, 1953.

Final payment in the amount of $1,746.25 will be released to the contractor on or after April 20, 1953. The total contract amount is $13,984.50, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Ken Potts Insurance Agency
229 N. Liberty
Salem, Oregon

NOTED ON CARD

4-10-53

RECEIVED
52
FOR FILING

[illegible]

3777

September 19, 1952

Mr. Enoch I. Maerz
695 Court St.
Salem, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3777, awarded to you on August 18, 1952 by the State Highway Commission, for construction of maintenance building at Salem, Marion County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 6, 1952

Section Maintenance Bldg.	Kind of work Staking New Maintenance Bldg.
Highway Shops Area (In Salem)	Section prefix 24-3609
Contractor	Contract number
Date of contract , 19	Date of completion , 19
Date work started , 19	Estimated date of completion , 19
Amount of contract $	Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

Engineering cost to date $ 71.77, % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Staked for new Maintenance building; Lines and set grades for floor.

NOTED
H. G. SMITH

RECEIVED
SEP -8 1952
DIVISION ENGINEER

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed J F Mc[illegible]

Address Res. Engr. Lab. Bldg.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	Shower		

STATE PRINTING DEPT. 48418

RECEIVED
AUG 21 1952
FOR FILING

24 [illegible]

3777

August 20, 1952

Mr. Enoch I. Maers
695 Court Street
Salem, Oregon

Dear Mr. Maers:

The State Highway Commission on August 18, 1952 awarded to you State Highway Contract No. 3777 for construction of the Salem Maintenance Building at the Salem Highway Shops in Marion County. This award was based on your bid of $13,990.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

24 3 1
3111

Salem

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1952

SUBJECT: Proposed maintenance building adjacent to Salem Highway Shops.

To:

~~Mr. G. S. Paxson~~
~~Bridge Engineer~~
~~Office~~

Dear Sir:

Herewith sketch map showing the location of a proposed maintenance building to be constructed on the newly purchased additional ground area adjacent to the Salem Highway Shops. It is proposed to construct a standard masonry block maintenance building 28'x104' with aluminum roof and uplift doors consisting of standard shop unit and 6 storage bays. The shop unit should be on the east end of the building, the doors should face the north.

The building is to be located 200' east of the property line on the Airport Road to provide room for future development between the road and the building. A septic tank will be required and the building should be wired and hooked up to power line. The building should be plumbed but the hook up to the water main may be left for state forces. State forces will also take care of grading and surfacing of the yard in front and in back of the building.

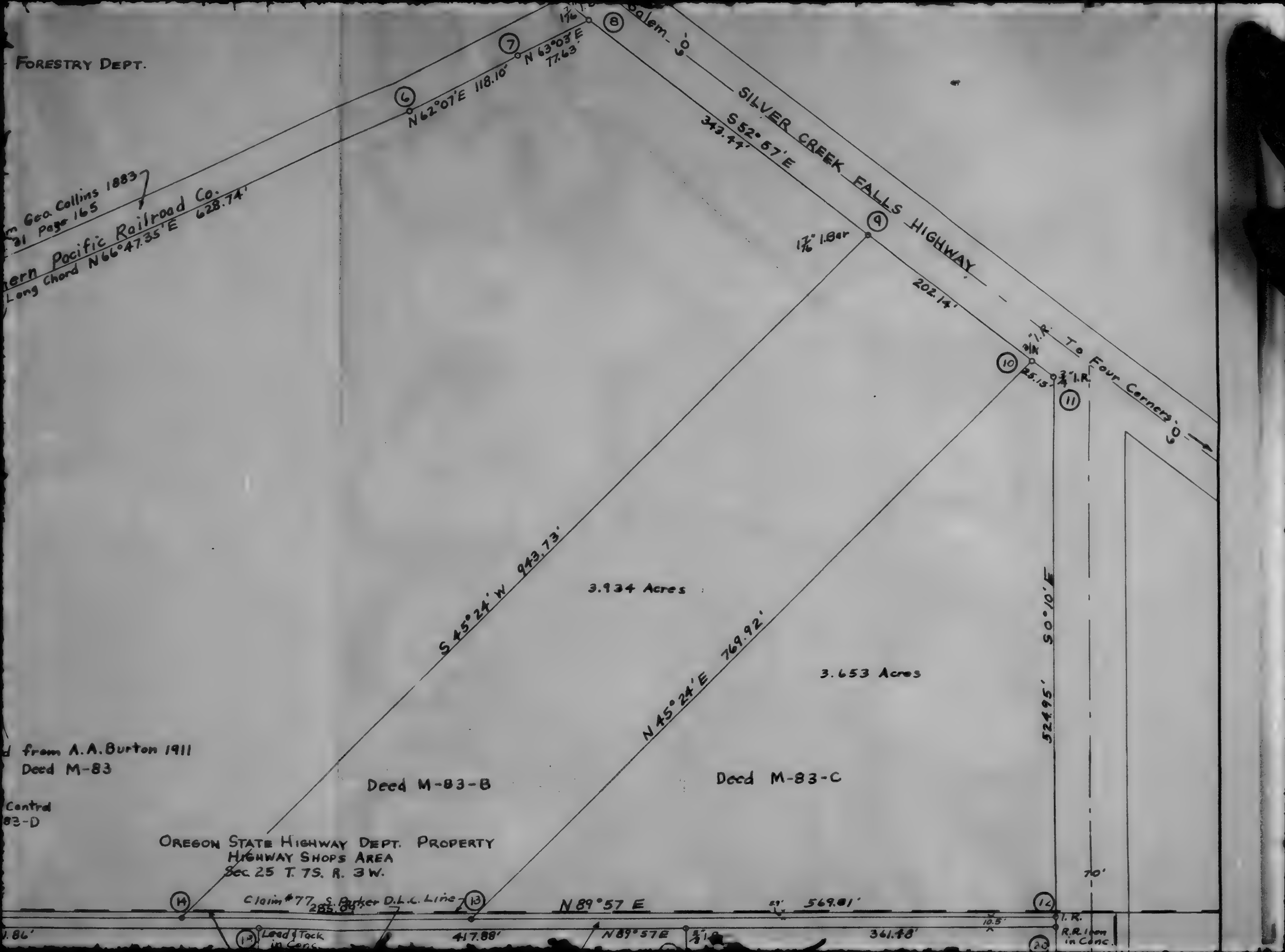
This project is in the 1952 budget and may be advertised for contract at your convenience.

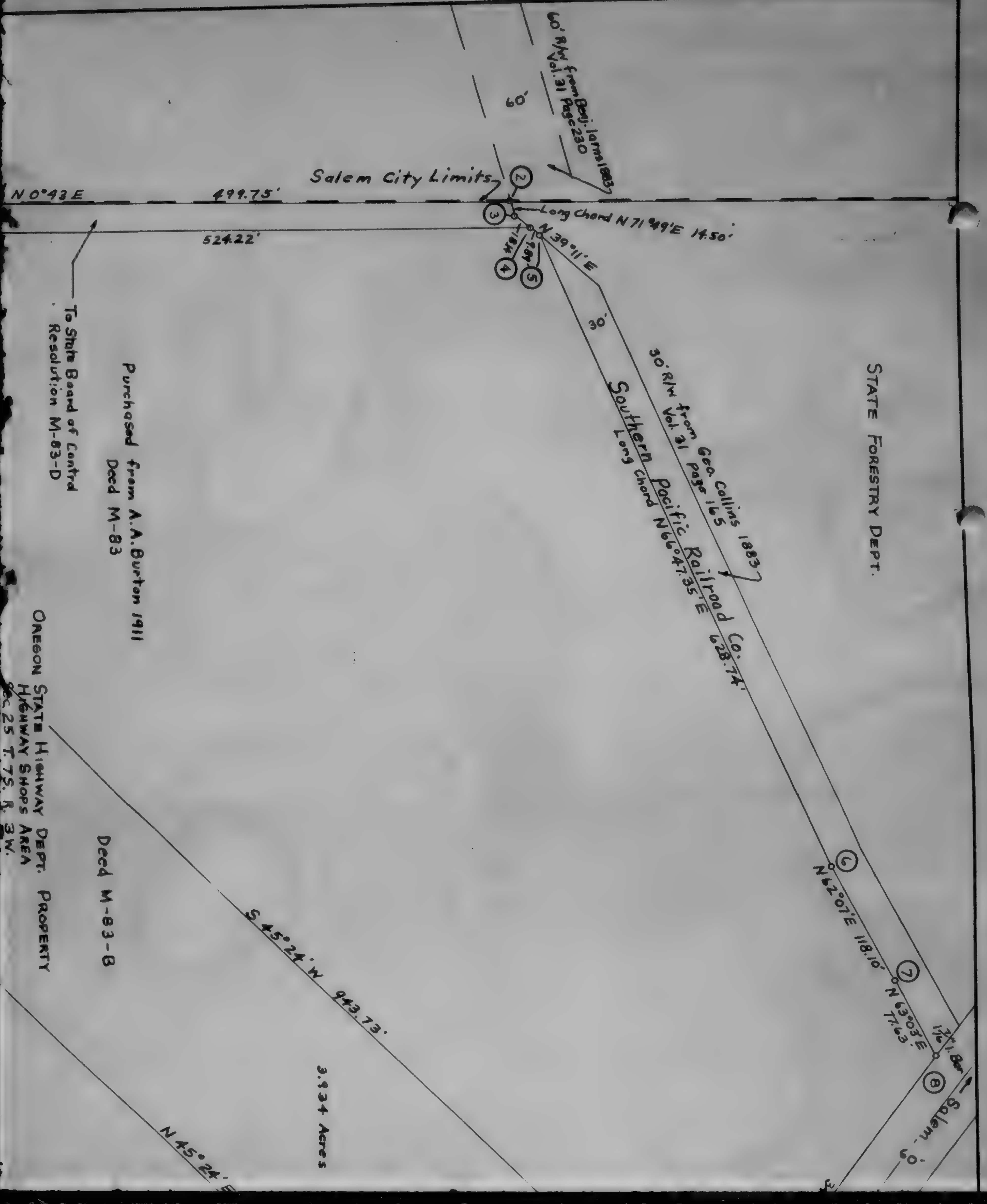
Very truly yours,

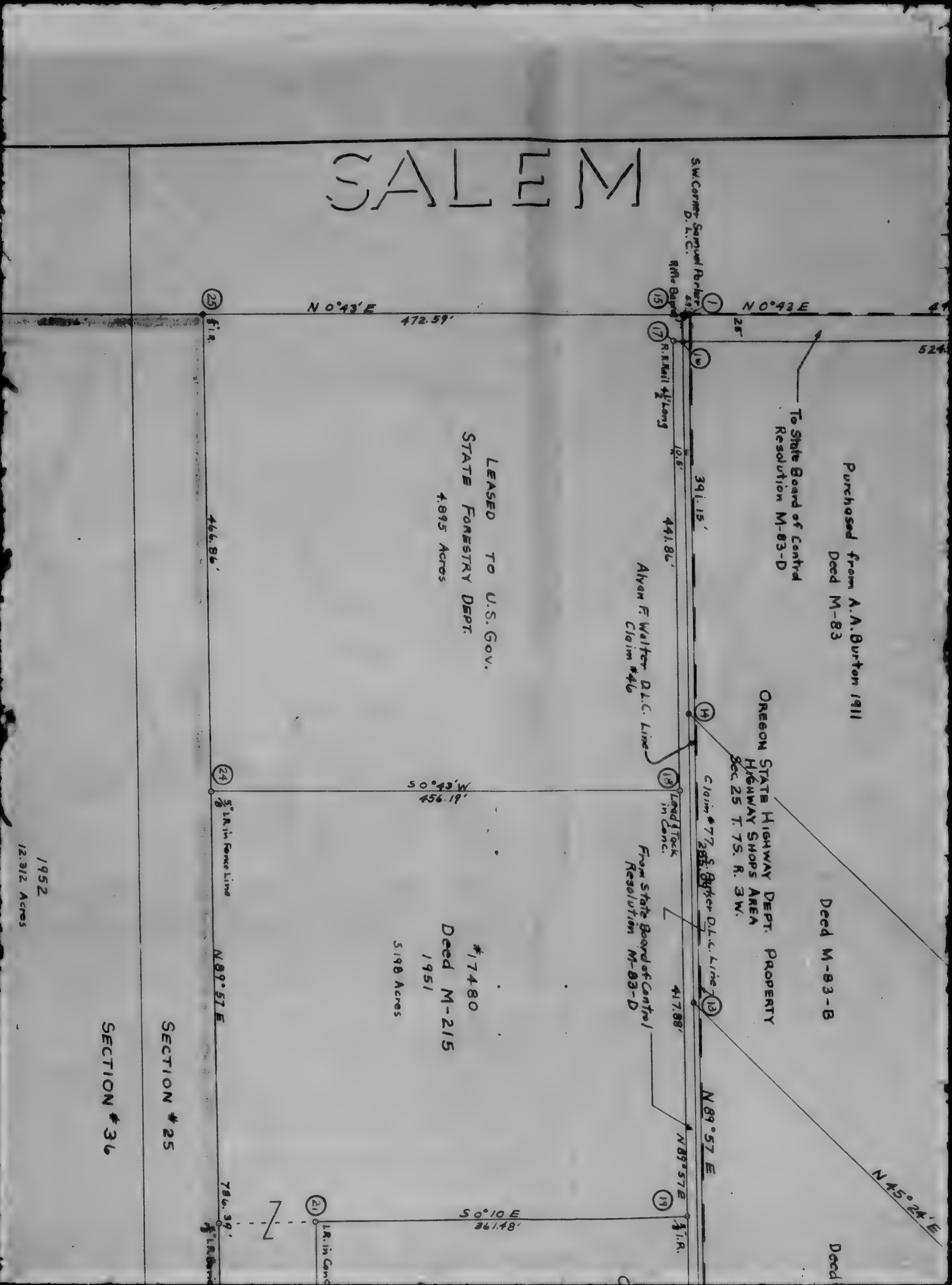
I. A. DeFrance
Assistant Maintenance Engineer

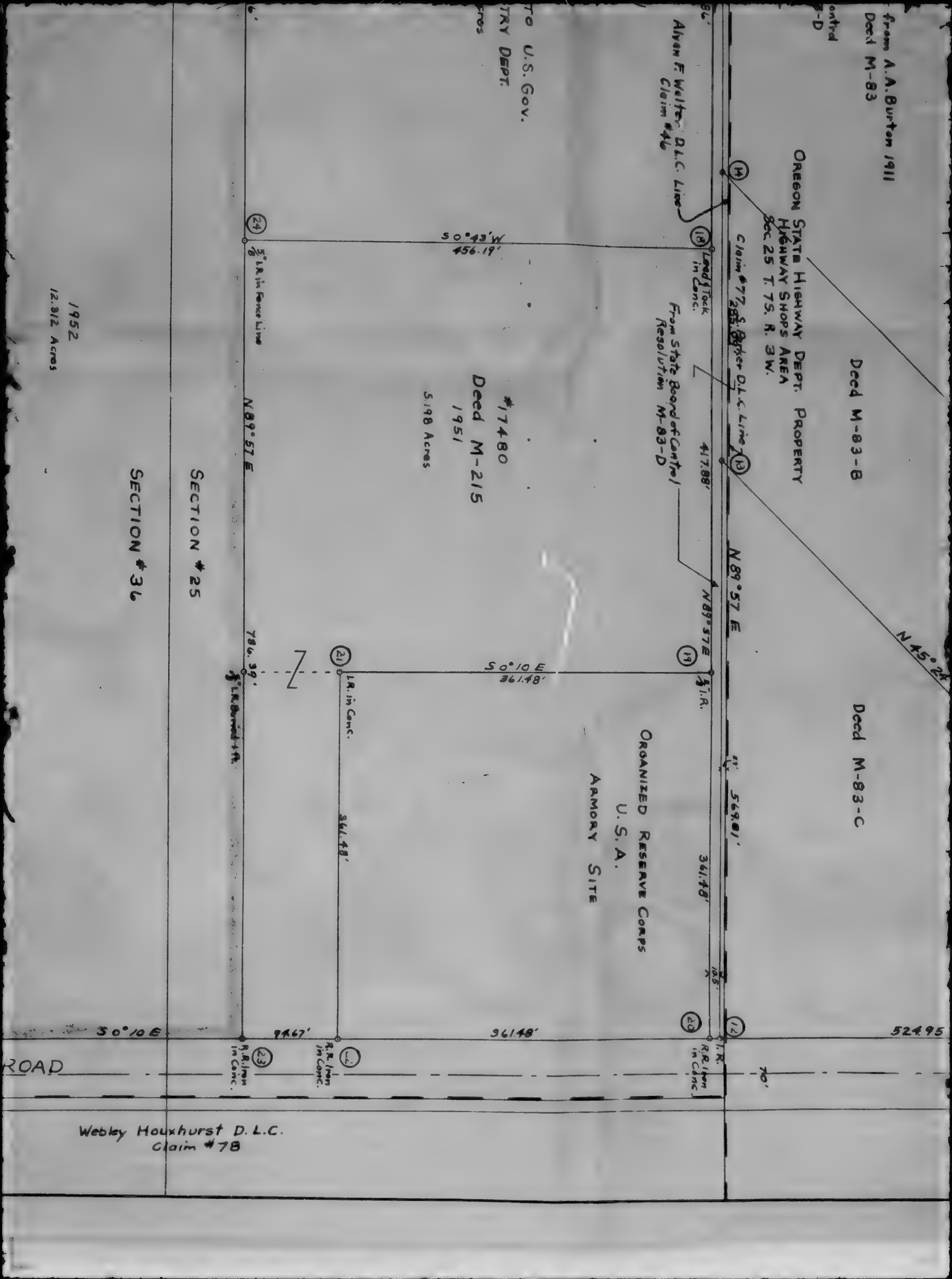
IAD/db
Enclosure
cc-
W W Stiffler ✓

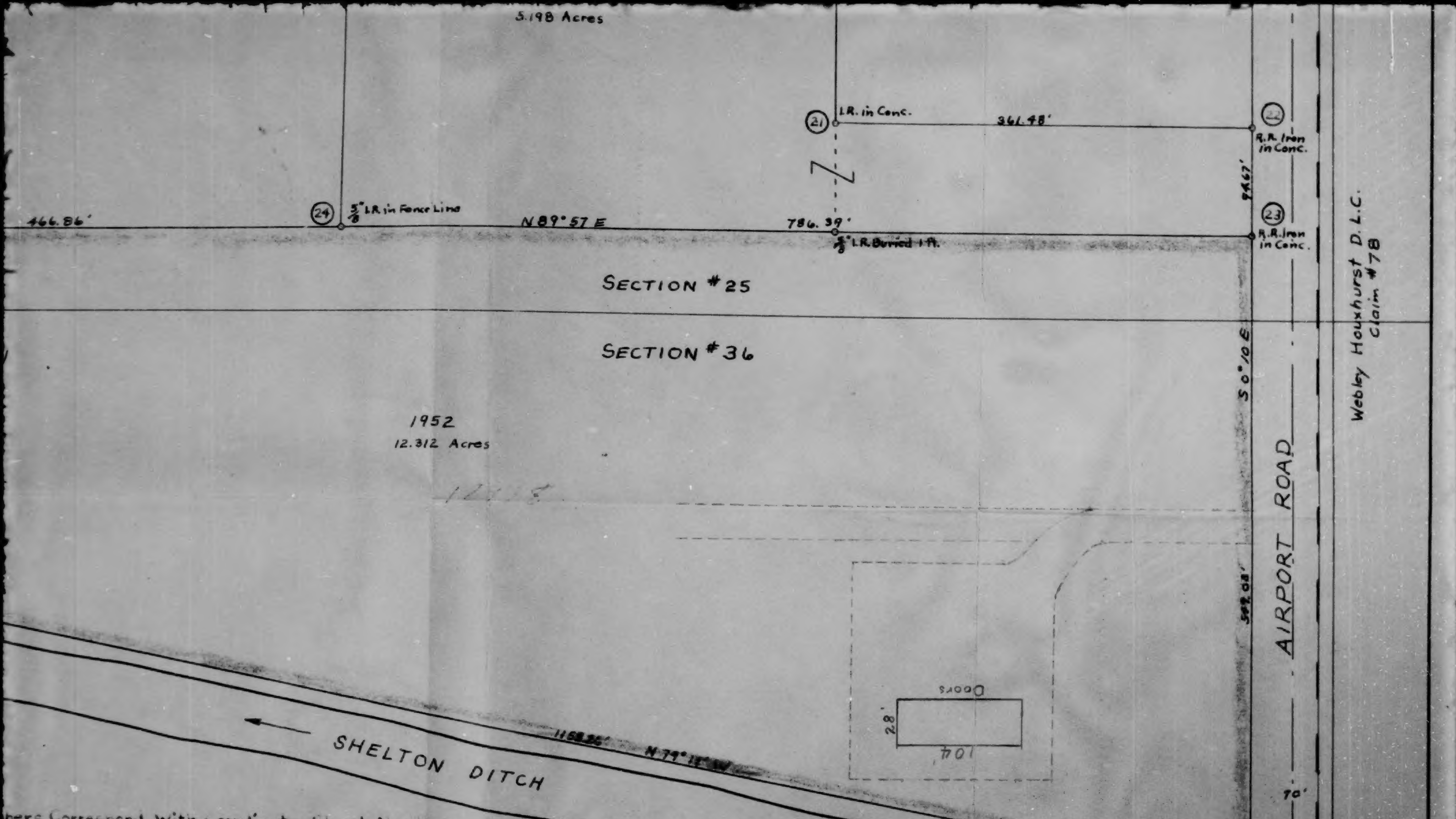
NOTED
W. W. STIFFLER


FORESTRY DEPT.
m Geo. Collins 1883
81 Page 165
ern Pacific Railroad Co.
Long Chord N66°47.35'E 628.74'
⑥
N62°07'E 118.10'
⑦
N 63°03'E 77.63'
1⅞
⑧
Salem 60'
SILVER CREEK FALLS HIGHWAY
S 52°57'E 343.44'
⑨
1⅞" I.Bar
202.14'
⑩
¾" I.R.
25.15'
¾" I.R.
⑪
To Four Corners 60'
S 45°24'W 943.73'
3.934 Acres
N 45°24'E 769.92'
3.653 Acres
524.95' S0°10'E
d from A.A. Burton 1911
Deed M-83
Deed M-83-B
Deed M-83-C
Contrd
83-D
OREGON STATE HIGHWAY DEPT. PROPERTY
HIGHWAY SHOPS AREA
Sec. 25 T. 7S. R. 3W.
70'
⑭
Claim #77 S. Barker D.L.C. Line
285.00'
⑬
N 89°57 E
569.81'
⑫
10.5'
I.R.
R.R. Iron in Conc.
.86'
Lead & Tack in Conc.
417.88'
N 89°57 E
361.48'


60' R/W from Benj. Iarms 1883
Vol. 31 Page 230
60'
Salem City Limits
2
3
4
5
N 0°43 E
499.75'
524.22'
Long Chord N 71°49'E 14.50'
N 39°11'E
10.14
9.64
30'
30' R/W from Geo. Collins 1883
Vol. 31 Page 165
Southern Pacific Railroad Co.
Long Chord N 66°47.35'E 628.74'
STATE FORESTRY DEPT.
To State Board of Control
Resolution M-83-D
Purchased from A.A. Burton 1911
Deed M-83
OREGON STATE HIGHWAY DEPT. PROPERTY
HIGHWAY SHOPS AREA
Sec 25 T. 7 S. R. 3 W.
Deed M-83-B
S 45°24'W 943.73'
3.934 Acres
N 45°24'E
6
N 62°07'E 118.10'
7
N 63°03'E
77.63'
8
1 3/16" I. Bar
Salem - 60'


SALEM
S.W. Corner Samuel Parker D.L.C.
R.R. Rail 4' Long
N 0°43' E
472.59'
N 0°43 E
25'
524.
To State Board of Control Resolution M-83-D
Purchased from A.A. Burton 1911 Deed M-83
LEASED TO U.S. GOV. STATE FORESTRY DEPT. 4.895 Acres
466.86'
441.86'
10.6'
391.15'
Alvan F. Walter D.L.C. Line Claim #46
OREGON STATE HIGHWAY DEPT. PROPERTY HIGHWAY SHOPS AREA Sec 25 T. 7S. R. 3W.
Claim #77 S. Parker D.L.C. Line
S 0°43' W
456.19'
Lead Tack in Conc.
5/8" I.R. in Fence Line
From State Board of Control Resolution M-83-D
Deed M-83-B
#17480 Deed M-215 1951 5.198 Acres
1952 12.312 Acres
417.88'
N 89°57' E
N 89°57 E
N 45°24' E
SECTION #25
SECTION #36
786.39'
S 0°10 E
361.48'
I.R. in Conc.
Deed
25
15
1
17
16
14
24
18
13
21
19


from A. A. Burton 1911
Deed M-83
ontrol
3-D
TO U.S. GOV.
TRY DEPT.
cres
Alvan F. Welter D.L.C. Line
Claim #46
OREGON STATE HIGHWAY DEPT. PROPERTY
HIGHWAY SHOPS AREA
Sec 25 T. 7S. R. 3W.
Claim #77 S. Baker D.L.C. Line
From State Board of Control
Resolution M-83-D
Deed M-83-B
Deed M-83-C
S 0°43' W
456.19'
Lead Tack in Conc.
5/8" I.R. in Fence Line
#17480
Deed M-215
1951
5.198 Acres
1952
12.812 Acres
N 89°57' E
417.88'
N 89°57' E
N 45°24'
SECTION #25
SECTION #36
S 0°10' E
361.48'
786.39'
I.R. in Conc.
ORGANIZED RESERVE CORPS
U.S.A.
ARMORY SITE
569.81'
361.48'
361.48'
S 0°10' E
94.67'
361.48'
524.95
R.R. Iron in Conc.
R.R. Iron in Conc.
R.R. Iron in Conc.
I.R.
ROAD
70'
Webley Houxhurst D.L.C.
Claim #78
(11)
(12)
(13)
(18)
(19)
(20)
(21)
(22)
(23)
(24)

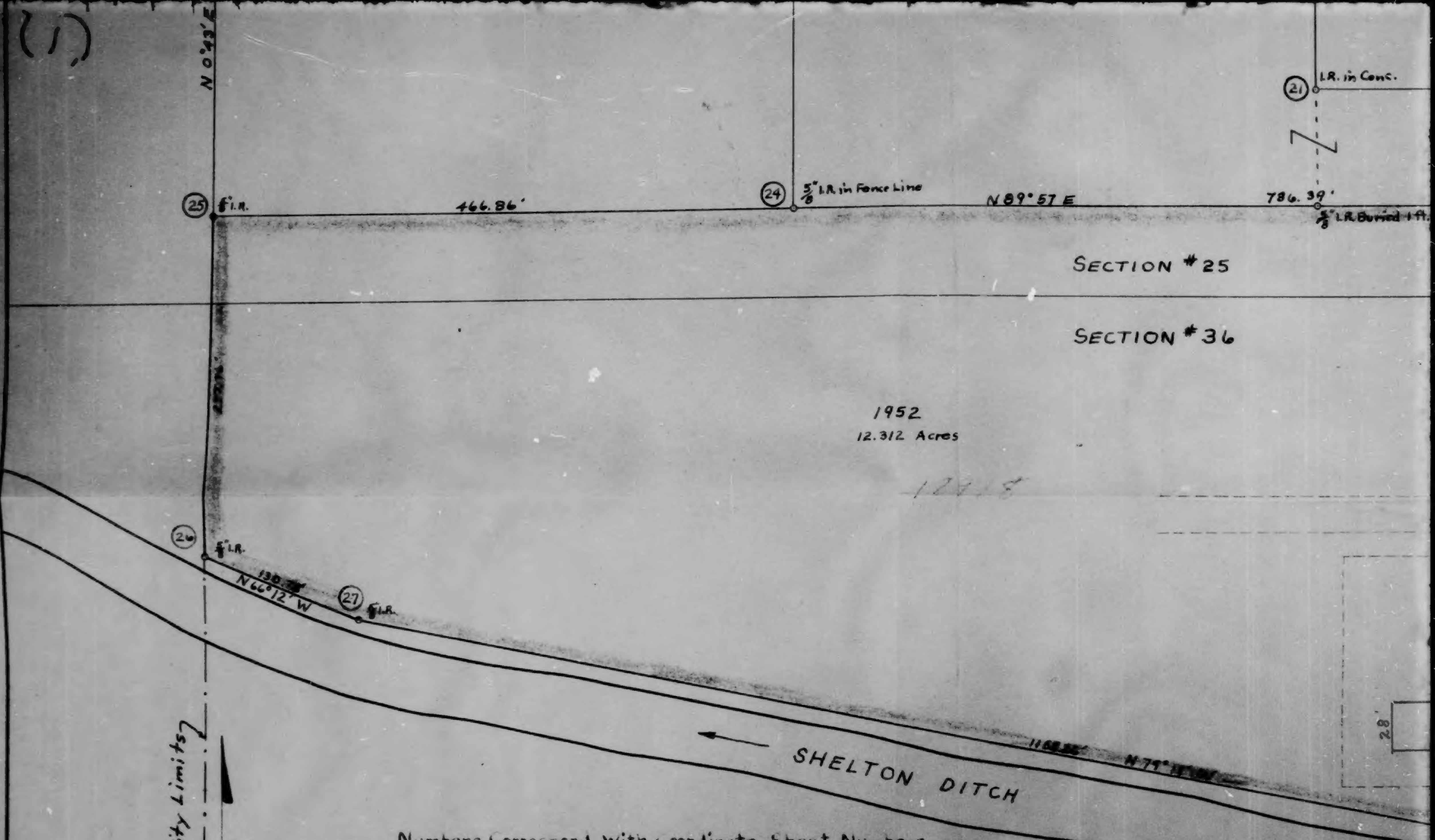


bers Correspond With Coordinate Sheet Numbers

	00 S	000 E
	91 S	508 E
	43 S	67 E
	35 S	76 E
	75 S	61 E
	78 S	50 E
	7 S	8 E
⑧	1125.9928 S	1788.9434 E
⑨	1342.9194 S	2063.0463 E
⑩	1464.7111 S	2224.3763 E
⑪	1479.8643 S	2244.4188 E
⑫	2004.8121 S	2245.4758 E
⑬	2005.3044 S	1676.1660 E
⑭	2005.5582 S	1391.0161 E
⑮	2006.8495 S	999.9262 E
⑯	1999.9782 S	1025.0000 E
⑰	2016.3769 S	1024.7949 E
⑱	2015.9913 S	1466.6547 E
⑲	2015.6266 S	1884.5345 E
⑳	2015.3112 S	2246.0144 E
㉑	2377.1051 S	1885.5860 E
㉒	2376.7817 S	2241.0659 E
㉓	2471.4593 S	2241.3413 E
㉔	2472.1456 S	1460.9516 E
㉕	2472.5530 S	994.0889 E
㉖	2160.2813 S	990.6147 E
㉗	2803.0610 S	1110.2731 E
㉘	3020.5370 S	

OREGON STATE HIGHWAY DEPARTMENT

Res. Engr.	John F. McGee
For	Hwy Shop Expansion
Highway	State Highway Shops
County	Marion



Numbers Correspond With Coordinate Sheet Numbers

①	2000.0000 S 1000.0000 E	⑧	1135.9928 S 1788.9434 E	⑮	2005.8995 S 999.9262 E	㉒	2376.7897 S 2241.0659 E
②	1500.2891 S 1006.2508 E	⑨	1342.9194 S 2063.0463 E	⑯	1999.9782 S 1025.0000 E	㉓	2471.4593 S 2241.3413 E
③	1495.7643 S 1020.0267 E	⑩	1464.7111 S 2224.3763 E	⑰	2016.3769 S 1024.7949 E	㉔	2472.1456 S 1460.9516 E
④	1481.7035 S 1031.4876 E	⑪	1479.8643 S 2244.4188 E	⑱	2015.9913 S 1466.6547 E	㉕	2472.5530 S 994.0889 E
⑤	1474.0376 S 1037.7361 E	⑫	2004.8121 S 2245.9758 E	⑲	2015.6266 S 1884.5345 E	㉖	2150.2913 S 990.6147 E
⑥	1226.4078 S 1615.3550 E	⑬	2005.3044 S 1676.1660 E	⑳	2015.3112 S 2246.0144 E	㉗	2803.0610 S 1110.2731 E
⑦	1171.1757 S 1719.7438 E	⑭	2005.5582 S 1391.0761 E	㉑	2377.1051 S 1885.5860 E	㉘	3020.5370 S 2248.4385 E

U-322(2) West Approaches to Salem 1952
Br. on Salem-Dallas Hwy.
#3778 in West Salem

RECEIVED
FEB 17 1954
FOR FILING

U-322 (2)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3778	5-final	Warren Northwest Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2534	R-87376	$ 1,390.01	2/11/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1953

Time Extensions: To Dec. 31, 1953 without penalty

Completion Date: Dec. 2, 1953

Date Accepted: Jan. 21, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-16-54

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: FEB 16 1954

NOTED ON CARD
2-16-54